

PB Plant Hire – Terms & Conditions

1 DEFINITIONS

1.1 In these conditions, unless the context requires otherwise: ‘Company’ refers to PB Plant Hire Limited, whose registered office is 50 Bolton Road, Windsor, Berkshire, SL4 3JL; ‘Conditions’ the terms and conditions of trading set out in this document; ‘Customer’ the person who buys or agrees to buy and/or hire the goods from the Company; ‘Delivery Date’ the date specified by the Company when Goods are to be delivered; ‘Equipment’ the articles which the Customer agrees to hire from the Company; ‘Goods’ the articles which the Customer agrees to buy and/or hire from the Company; ‘Rental Period’ the period commencing when the Customer takes physical possession of and holds the Equipment on hire (including Saturdays and Sundays and Bank Holidays) and ending upon the happening of any of the following events:

- (i) The physical return of the Equipment by the Customer into the Company’s physical possession; or
- (ii) The physical repossession or collection of the Equipment by the Company; ‘Price’ the price for the Goods excluding carriage, packing, insurance and VAT; ‘Rental’ the Company’s charging rate for the hire of the Equipment and to be paid by the Customer to the Company during the Rental Period and any extension therefore excluding carriage, packing, insurance and VAT; ‘Liability’ the liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities; and ‘Deposit’ any advance payment required by the Company in relation to the Goods which is to be held as security by the Company.

2 CONTRACT

2.1 These Conditions shall apply to all contracts for the sale and/or hire of Goods/Equipment by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods and/or the Hire of Equipment shall be deemed to be an offer by the Customer to purchase Goods or Hire Equipment pursuant to these Conditions. Acceptance of delivery of the Goods and/or Equipment shall be deemed conclusive evidence of the Customer’s acceptance of these Conditions.

2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable and shall not be binding unless agreed in writing and signed by an authorised representative of the Company.

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application, or use of the Goods and/or Equipment which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer’s own risk. The Company shall not be liable for any losses sustained by the Customer following the said advice or recommendation.

3 PRICE, RENTAL & PAYMENT

3.1 The Price and/or the Rental shall be that referred to in the Company’s Quotation and/or other documentation. Any Price and/or Rental referred to in a quotation shall only be valid for 30 days. The Price and/or Rental is exclusive of VAT for which the Customer shall be additionally liable, and which shall be due at the rate ruling on the date of the Company’s invoice, this shall be shown separately on the quotation. Rentals are based on a seven day working week period.

3.2 The Company reserves the right, by giving notice in writing prior to the Delivery Date, to change the Price and/or the Rental rate to reflect any increase in costs to the Company due to factors beyond the Company’s reasonable control, and change in Delivery Dates, quantities or specification for the Goods and/or Equipment by the Customer, and/or any delay caused by any instructions of the Customer.

3.3 In the event that the Company agrees to deliver the Goods and/or Equipment, the Customer shall be liable for the costs incurred. The Customer shall be responsible for the unobstructed access and egress and unless otherwise agreed in writing, for the unloading and loading of the Equipment at the site; and any personnel supplied by the Company for such unloading and / or loading shall be deemed to be under the direction and control of the Customer. For the purposes in connection with employment of said personnel, they shall be deemed as acting as servants or agents of the Customer who shall be solely responsible for all claims arising in connection with unloading and / or loading of the Equipment by, or with the assistance of, such personnel. If any service is delayed, postponed and/or cancelled due to the Customer failing to comply with its obligations, the Customer will be liable to pay additional costs.

3.4 The cost of pallets, bins, packaging, cases, and returnable containers will be charged to the Customer in addition to the price of the Goods and/or Equipment in accordance with this section 3.

3.5 Payment of the Price and/or Rental (together with VAT) shall be due on receipt of invoice unless the Customer has an approved credit account with the Company, in which case payment shall be

required on or within 30 days of date of invoice. Accounts not paid within 30 days of the date of the invoice are subject to a 2% monthly finance charge under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

3.6 The Customer will make all payments due to the Company without any set-off, deduction, counterclaim, or other withholding of monies.

3.7 The Company may set a reasonable credit limit for the Customer. The Company reserves the right to terminate or suspend any credit facility in the event that; if it is allowed to continue would result in the Customer exceeding its credit limit or the credit limit has already been exceeded.

3.8 Where a Customer does not have an active credit account, a Deposit may be required for the Hire of Equipment; this must be paid in advance of any such Rental period.

4. HIRE TERMS

4.1 If the Customer mixes the Equipment with the Customer’s own equipment, the Company’s decision as to subsequent separation and identification of the Equipment shall be final.

4.2 Risk in the Equipment shall pass immediately to the Customer when the Equipment leaves the physical possession or control of the Company. Risk in the Equipment shall not pass back to the Company from the Customer until the Equipment is back in the physical possession of the Company. This shall apply even if the Company has agreed to cease charging the Rental.

4.3 Title in the Equipment shall always remain with the Company. The Customer has no right title or interest in the Equipment except that the Equipment is hired to the Customer. The Customer must not deal in any way with the title or any interest in the Equipment. This shall include without limitation, selling, assigning, parting with possession, charging, pledging, mortgaging, securing, hiring exerting a lien or lending.

4.4 Equipment is to remain on the agreed Customers site at all times until the Rental agreement has been terminated.

4.5 The minimum Rental Period is 14 days. The Customer shall pay to the Company during the Rental Period the Rental rates specified by the Company. Payment shall be made in accordance with Condition 3. Provided that the Customer shall not be in default of its obligations under these Conditions, the Customer shall be entitled to terminate the Rental Period upon giving the Company written confirmation.

4.6 The Customer shall be liable for any costs incurred when returning the Equipment. All Equipment is to be returned in good working order/condition in line with Condition 6. If the Customer (i) Fails to pay any Rental or other sums due in full and when they are due or

(ii) The Company has good reason to doubt the Customer’s credit worthiness or

(iii) The Customer shall do or cause to be done or permit or suffer any act or thing whereby the Company’s rights in the Equipment are prejudiced, then the Customer shall be deemed to have repudiated the Contract and the Company may at any time thereafter accept that repudiation and the Contract will terminate forthwith and for all purposes, without prejudice to the Company’s rights under these Conditions.

4.7 The Company reserves the right to vary the Rental at any time during the Rental Period. If the Rental is revised, the Company shall give the Customer 28 days’ notice of the revised Rental and shall be entitled to charge the revised Rental at the expiry of the 28-day period.

4.8 Any Equipment proved to be defective when delivered will be replaced free of charge by the Company and Rental will be suspended until the replacement is available, and the Company will not levy any delivery charges in respect of such replacement.

4.9 Unless any alleged discrepancies are reported to the Company in writing within 24 hours of the Delivery Note, the Delivery Note shall be conclusive proof of delivery of the Equipment set out therein.

5. EQUIPMENT USE

5.1 The Customer shall not permit the Equipment or any part thereof to be used for any purpose for which it is not expressly designed and the Customer further agrees that it will not:-

- (i) Without the prior consent of the Company affect either itself or allow or enable any third party to make any mechanical or other modifications to the said Equipment,
- (ii) Either itself or allow or permit any third party to make any alterations or additions to the Equipment;
- (iii) Remove or interfere with any identification marks or plates affixed to the Equipment nor attempt or support to do so nor permit any such removal or interference to be effected;
- (iv) Deface the Equipment nor add or erect any painting, sign-writing, lettering or advertising to or on the Equipment; and/or
- (v) Sub-let or part with possession of any of the Equipment without the prior written consent of the Company.

5.2 The Customer shall not or omit to do anything which will or may be deemed to invalidate any policy of insurance related to Hired Equipment.

5.3 The Customer shall not permit the use of Hired Equipment where they have been damaged and will notify the Company immediately if the Hire Equipment has been involved in an accident deeming it damaged.

6. INSURANCE LOSS / DAMAGE TO EQUIPMENT

6.1 The Customer shall immediately notify the Company of any Equipment which has been lost or damaged.

6.2 In the event that Equipment is returned damaged, unclean and/or in a defective state except where due to reasonable wear and tear, the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for hire in addition to the full rental until such repairs and/or cleaning have been completed.

6.3 The Customer shall be liable for the replacement costs of any Equipment on a new for old basis, for any Equipment that is lost, stolen and/or damaged beyond repair. In the event of loss or damage to the Equipment the Company’s account shall be payable in full on demand and such payment shall not be conditional on prior recovery by the Customer of any sums under a policy of insurance or from any other source. Notwithstanding this condition, to the extent that any payment remains due to the Company under it, all monies to the amount of that payment received by the Customer from a policy of insurance or any other source in settlement of a claim relating to the loss, theft or damage of the equipment shall be held by the Customer on trust for the Supplier and paid to the Supplier on demand.

6.4 All Equipment shall remain the property of the Company notwithstanding that it may have been lost /treated as lost in accordance with Condition 6.3. The Customer shall use its best endeavours to assist the Company to resume possession of the Equipment.

7. TERMINATION

7.1 If the Rental Period has a fixed duration neither the Customer nor the Company shall be entitled to terminate the Contract before the expiry of that fixed period, unless terms and conditions of the Contract have been broken. By which case the Company may enter, without prior notice any site in order to retrieve any Equipment owned by the Company.

7.2 If the Rental Period does not have a fixed duration either the Customer or the Company is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

7.3 If no Rental Period has been agreed or specified the Customer may terminate the Rental Period by the physical return of the Hire Equipment to the Company and the Company shall be entitled to terminate the Rental of the Hire Equipment by giving not less than 14 days’ notice to the Customer.

8. DEFAULT

8.1 The Company may terminate the Contract forthwith by written notice to the Customer if one or more of the following events occur:

- (i) The Customer defaults in punctual payment pursuant to these conditions;
- (ii) The Customer fails to observe and perform the terms and conditions of the Contract;
- (iii) The Customer suffers, or the Company reasonably believes that the Customer shall suffer, any distress or execution to be levied against him;
- (iv) The Customer makes or purposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section113 of the Housing Grants, construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or
- (v) The Customer does or causes to be done or permit or suffer any act or thing whereby the Company’s rights in the Equipment may be prejudiced or put into jeopardy.

8.2 In the event of termination under condition 8.1:

- (i) The Customer must give the Company or his agents, immediate unobstructed access to recover the Equipment.
- (ii) The Company shall be entitled to claim the Rental charges outstanding as at the date of termination of the Hire under this clause and return transport charges under condition 3.

8.3The rights under condition 8.1 and 8.2 above;

(i) May be exercised notwithstanding that the Company may have waived some previous default or matter of the same or a like nature.

(ii) Shall not affect the Company’s right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.

8.4 If the Customer does not make payment of a sum by the final date on which payment is due to be made, the Company has the right to suspend its obligations under the Contract. The right to suspend may not be exercised without first giving to the Customer at least 7 days’ notice in writing of the Company’s intention to suspend, stating the grounds on which the company intends to suspend. The right to suspend any Contract will cease when the Customer makes payment in full of the amount due.