

# EQUIPMENT HIRE TERMS AND CONDITIONS

## 1. BASIS OF CONTRACT

- 1.1 Hire Goods are hired subject to them being available for hire at the time required by you. We will not be liable for any loss suffered by you because the Hire Goods are unavailable for hire where this is due to circumstances beyond our control.
- 1.2 If you are entering into this Contract as an individual or on behalf of a partnership, the Hire Period shall not exceed 3 months and this Contract shall be deemed to have automatically terminated 3 months after the commencement date of the Hire Period.

## 2 PAYMENT

- 2.1 The amount of any repairs and/or charges needed on return of the equipment shall be quoted to you beforehand in the instance it is needed. No deposit or payment will be taken for the Hire Goods unless any loss or damage occurs.
- 2.2 If a charge should incur due to loss or damage this should be made within 30 days of contract end and return of equipment. If you fail to make any payment in full on the due date, we may charge you interest on the amount unpaid.
- 2.3 You shall pay all sums due to us without any set-off, deduction, counterclaim and/or any other withholding of monies.

## 3 RISK OWNERSHIP AND INSURANCE

- 3.1 Risk in the Hire Goods will pass immediately to you when the Hire Goods leave our physical possession or control.
- 3.2 Risk in the Hire Goods will not pass back to us until the Hire Goods are back in our physical possession.
- 3.3 Ownership of the Hire Goods remains with us at all times. You have no right, title or interest in the Hire Goods except that they are hired to you.
- 3.4 You must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

## 4 DELIVERY, COLLECTION AND SERVICES

- 4.1 It is your responsibility to collect the Hire Goods from us and return them to us at the end of the Hire Period to:
- 4.2 Broadland and South Norfolk District Council, The Horizon Building, Peachman Way, Broadland Business Park, Norwich NR7 0WF.
- 4.3 If we agree to deliver or collect the Hire Goods to and/or from you, we will do so with prior agreement.

## 5 CARE OF HIRE GOODS

- 5.1 You shall:

- 5.2 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to you.
- 5.3 notify us immediately after any breakdown, loss and/or damage to the Hire Goods
- 5.4 take adequate measures to protect the Hire Goods against theft, damage or force majeure risks.
- 5.5 not continue to use the Hire Goods where they have been damaged and will notify us immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person.
- 5.6 The Hire Goods must be returned by you in good working order and condition (fair wear and tear excepted) and in a clean condition.

## **6 BREAKDOWN**

- 6.1 You shall be responsible for all expenses, loss and/or damage to the Hire Goods due to your negligence, misdirection and/or misuse of the Hire Goods during the Hire Period.
- 6.2 You must not repair or attempt to repair the Hire Goods unless authorised to do so by us in writing.

## **7 LOSS OR DAMAGE TO THE HIRE GOODS**

- 7.1 If the Hire Goods are returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault, you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire.
- 7.2 You will pay to us the new replacement cost of any Hire Goods, which are lost, stolen and/or damaged beyond economic repair during the Hire Period.

## **8 DEFINITION OF TERMS**

In these conditions the following words have the following meanings:

- “**Contract**” means a contract which incorporates these conditions and made between you and us for the hire of Hire Goods;
- “**Deposit**” means any advance payment required by us in relation to the Hire Goods which is to be held by us as security;
- “**Force Majeure**” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, lightening, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
- “**Hire Goods**” means any machine, article, tool and/or device, together with any accessories specified in a Contract which are hired to you;
- “**Hire Period**” means the period commencing when you hold the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by you into our possession; or (ii) the physical repossession or collection of Hire Goods by us;
- “**Liability**” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
- “**Rental**” means our charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

- “**Services**” means the services and/or work (if any) to be performed by us for you in conjunction with the hire of Hire Goods including any delivery and/or collection.
- “**We**” or “**us**” means any member of Broadland and South Norfolk District Councils, as specified in the Contract and will include its employees, agents and/or duly authorised representatives;
- “**You**” means the person, firm, company or other organisation hiring Hire Goods, and “**your**” shall be construed accordingly;