PLANT HIRE TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions shall apply:

A. to the hire of all plant ("the Equipment") from <<insert business name>> **[**, trading as <<insert trading name if different from company name>>,**]** a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> **[**registered in England under number <<insert registration number>>**] [**,whose registered address is <<insert registered address>> and**]** whose main trading address is <<insert address>> ("the Company")

B. where the Customer is hiring the Equipment as a "Consumer" as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
"**Consumer"**	means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who hires the Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
"Customer"	means the customer who is hiring the Equipment subject to these Terms and Conditions;
"Customer Location"	means the location agreed at the start of the Hire Term for the delivery and subsequent collection of any Equipment to and from the Customer by the Company in accordance with Clause 6 of these Terms and Conditions;
"Deposit"	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Agreement;
"Equipment"	means the plant supplied on hire by the Company to the Customer subject to these Terms and Conditions;
"Hired Personnel"	means any of the Company's employees that are provided to the Customer for the purposes of setting up, driving or operating the Equipment;
"Personnel Fees"	means the fees payable by the Customer for any Hired Personnel;
"Premises"	means the Company's premises from which the Customer may collect certain Equipment and to which it will return it in accordance with Clause 6 of these Terms and Conditions;

"Price List"	means the Company's price list, current at the time of the start of the Hire Term;
"Hire"	means the hire of the Equipment by the Customer subject to these Terms and Conditions;
"Hire Agreement"	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and
"Hire Fees"	means the sum payable by the Customer for the Hire as determined under Clause 5 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Information About The Company

2.1 <<insert business name>> **[**, trading as <<insert trading name if different from company name>>,**]** is a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> **[**registered in England under number <<insert registration number>>**]** **[**,whose registered address is <<insert registered address>> and**]** whose main trading address is <<insert address>>.

2.2 **[**VAT number <<insert VAT number>>.**]**

2.3 **[**The Company is regulated by <<insert name(s) of regulator(s)>>.**]**

2.4 **[**The Company is a member of <<insert name(s) of association(s) etc.>>.**]**

2.5 **[**<<Insert further information as required>>.**]**

3. Hire Term

3.1 The agreed Hire ter ire Agreement.

3.2 If the Customer wis term they may do so at any time prior to the end of t mer must contact the Company to arrange such an e ay be made for up to <<e.g. 30 days>> subject alw prior reservations made by other customers. The Co st and reasonable endeavours to satisfy requests fo guarantee the availability of the Equipment to the C of the pre-existing Hire term.

3.3 The Company rese e Equipment immediately at any time. In the event t ses this right the Customer will be reimbursed for any riate period, e.g. days, weeks or months>> remainin will be issued immediately with replacement Equip r of the closest type thereto at no additional cost. If t rned to the Company on request the Customer shall horised the Company to enter its premises and use to recover the Equipment. The Customer shall be c ociated with such recovery.

4. Deposit

4.1 The Customer shal fundable Deposit to the Company at the commencem to delivery of the Equipment. The sum of the Deposit e Agreement.

4.2 At the end of the shall fully inspect the Equipment upon its return b ection by the Company. If the Equipment require s and / or maintenance which is the result of normal mer will receive the Deposit back in full. In the event , repairs and / or maintenance is required the Compa sit in full or in part as appropriate and shall provide t ention to the Customer in writing, including all relevan information.

5. Fees and Payment

5.1 The Hire Fees will nce to the length of the Hire term, the type and quant ice List and any additional items which may be inclu t in the Hire Agreement.

5.2 Payment of the Hire part or in full, as set out in the Hire Agreement, at the c e term. Payment may be made by either credit or debi

5.3 All Hire Fee payme ll take the form of regular <<insert interval e.g. weekly any will invoice the Customer on a <<insert interval e. ayments shall be required within <<e.g. 7>> days of voice.

5.4 Hired Personnel pr h Clause 7 shall attract Personnel Fees which shall be basis at the rate(s) set out in the Hire Agreement.

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6. Collection, Delivery, Hire

6.1 The Customer may Equipment from the Premises at the start of the Hire y only collect the Equipment once all payments requi e been made and any insurance requirements set ou n complied with.

6.2 The Company sha endeavours to ensure that the Equipment is ready t of the Hire term but shall not be liable for any lack o

6.3 Certain items of E elivery by the Company, with or without associated propriate. Such delivery shall be made to the Custon d time. [The Company shall use all reasonable endeav ery is made on time but shall not be liable for any fail

6.4 The Customer mus ustomer Location at the time of delivery in order to s n the event that the Customer fails to comply with the p use 6.4 it shall be deemed to have accepted delivery o ed responsibility therefor and shall not have the right to e facts of the delivery.

6.5 In the event that the provide the Equipment at the start of the Hire Term th the Equipment to the Customer at the earliest possibl of the Company] or the Company will contact the Cus nent is available for collection, as appropriate. The to y the Customer shall be adjusted accordingly to reflec e Equipment.

6.6 The Company is re consumers with goods that are of satisfactory quality n accordance with descriptions, samples, models t information provided by the Company. If the Cu amage (pre-existing) or fault with the Equipment durin tomer should inform the Company as soon as is rea Company will use all reasonable endeavours to prov nt or, if a repair is possible without causing the Custo e, the Company will repair the Equipment (or have pany is unable to replace or repair the Equipment (or e Customer would prefer to reject the damaged or her before or after a repair or replacement (if the ipment is still damaged or faulty), the Company will o nd equal to the remaining, unused part of the Hire term Customer will be made as soon as is reasonably possi thin 14 calendar days of the date on which the Com Customer is entitled to a refund. Refunds will be ma ent method originally used by the Customer unless th equests a different method.

6.7 At the end of the d date the Customer shall either return the Equipme before the time shown in the Hire Agreement or shall nent is ready for collection at the Customer Location Hire Agreement, as appropriate.

6.8 If the Customer is quipment by more than <<e.g. 1 hour>> the Compar omer for an additional day's hire at the normal daily ra he Hire term will be extended by one day. The provi 6.8 shall continue to apply daily until the Equipment

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7. Hired Personnel

7.1 Certain items of E specialist training for use and/or maintenance. The ppropriately trained employees to the Customer whe ired unless the Customer either possesses the relev available to provide such services someone who is su ose. .

7.2 The Company sha ion with regard to permitting the Customer to hire t he relevant Hired Personnel and shall require evide ining and qualifications prior to releasing such Equi

7.3 Personnel Fees sh dance with sub-Clause 5.4 for all Hired Personnel. Ea f the Hired Personnel shall submit a time sheet to the interval e.g. daily>> basis**] OR [**at the end of the Hir al number of hours worked. The Customer shall sign ation of those hours. Any disputes as to hours worked ompany.

8. Use and Care of the Equi

8.1 The Customer may for the normal purpose for which it is intended.

8.2 All Equipment mus e with any and all operation and safety instructions c provided.

8.3 The Customer may s or adjustments to the Equipment beyond those that within the range of adjustments specific to a given it

8.4 The Customer may her items to the Equipment where such affixation does imitations of the Equipment and is not likely to damage

8.5 The Customer shall uipment with a reasonable level of care and shall ensu ubject always to reasonable levels of wear and tear.

8.6 All Equipment whic consumables of whatever nature must only be used s or consumables (that is, those produced or recom acturer of that particular piece of Equipment) or such rised by the Company.

8.7 All Equipment whic ust only be used with the types specified by the m cular piece of Equipment or such other type as autho

8.8 All electrical equipr with the voltage specific to that piece of Equipment.

8.9 All Equipment must secure location and shall, where appropriate, be lock es when not in use.

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9. Maintenance

9.1 The Company shall t to the standards specified by the relevant manufactu ts (that is, those produced or recommended by th articular piece of Equipment) shall be used for main ork. All Equipment will be fully inspected, cleaned aintained prior to each Hire.

9.2 The Customer shall y repairs to the Equipment without the prior written co When the Company is contacted in this regard it shall cing the Equipment, repairing the Equipment itself, Equipment to its Premises or dispatching Hired P er Location (such Hired Personnel to be charged for a the Customer permission to make the necessary repa acement or repairs shall be borne by either the Comp e responsibility being determined by the reasons for t s.

9.3 If parts require repl term the Company shall have the option of supplying stomer or supplying replacement Equipment or a sui Equipment capable of performing the same tasks as t

9.4 Any parts and / or s r sub-Clause 9.3 shall be replaced free of charge b ded that such replacement is necessitated by no wear and tear. Additional damage may result in the C for the cost of replacement parts, associated labour, a ing substitute Equipment.

10. Insurance

10.1 The Company prov for the Equipment. The Customer shall therefore be re y comprehensive insurance cover for the duration of nsurance must cover third party liability, loss and da

10.2 The Company sha insurance prior to releasing the Equipment to the C

10.3 If any event occurs claim may be made either by the Customer or a th er shall immediately inform the Company and sha without the prior consent of the Company. Such n shall be made using the most immediate means hone contact) and subsequently verified in writing.

11. Theft of Equipment

If any of the Equipment is ust firstly inform the police of the incident, providing all de Customer must then inform the Company, providing all de uding information provided by the police including, where rele e number.

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12. Liability and Indemnity

12.1 The Company will r sonal injury or damage to property which results from t quipment.

12.2 The Company shal foreseeable loss or damage that the Customer may f the Company's breach of these Terms and Conditio Company's negligence (including that of it's emplo ontractors). Loss or damage is foreseeable only if ence of the Company's breach or negligence or if it i Customer and the Company when the Hire Agreemen ny will not be responsible for any loss or damage that

12.3 **[**The Company's to Terms and Conditions shall be limited to the value the Company and the Customer, that is, the total Hire stomer.**]**

12.4 Nothing in these seeks to exclude or limit the Company's liability injury caused by its negligence (including that of it sub-contractors); or for fraud or fraudulent misrepre

12.5 Nothing in these seeks to exclude or limit the Company's liability omer's rights as a consumer. For more information or ghts and remedies as a consumer, it is recommended ntacts their local Citizens Advice Bureau or Trading S

13. How We use your person otection)

13.1 All personal inform any may use will be collected, processed, and he the provisions of EU Regulation 2016/679 General on ("GDPR") and the Customer's rights under the GD

13.2 For complete detai llection, processing, storage, and retention of persona imited to, the purpose(s) for which personal data is u bases for using it, details of the Customer's rights hem, and personal data sharing (where applicable), mpany's Privacy Notice [available from <<insert locati chedule <<insert number>>].

14. Termination

14.1 The Company shal the Hire Agreement in the event that:

14.1.1 the Custome erms and Conditions;

14.1.2 the Custome belongings confiscated in order to satisfy debts

14.1.3 the Custome nade against them.

14.2 In the event of term ve reasons:

14.2.1 all payments Agreement shall become due and immediately

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14.2.2 the Compan ate right to request the immediate return of the s the Equipment and may charge the Custome ts involved in such repossession.

15. Events Outside of the Co e Majeure)

The Company shall not be delay in performing its obligations where that failure or dela se that is beyond its reasonable control. Such causes inclu to: power failure, internet service provider failure, strikes, lo l action by third parties, riots and other civil unrest, fire, ex earthquakes, subsidence, acts of terrorism (threatened or ac ed, undeclared, threatened, actual or preparations for war), e disaster, or any other event that is beyond the Company's rea

16. Communication and Con

The Customer may conta rson at **[**any of**]** the Company's branch**[**es**]**, by telephone >, by email at <<insert email address>>, or by pre-paid name>>, <<insert address>>.

17. Complaints and Feedbac

17.1 The Company alwa from its customers and, whilst the Company always endeavours to ensure that its customers' experier Company nevertheless welcomes the opportunity to re

17.2 All complaints are with the Company's complaints handling policy and m <<insert location(s)>>.

17.3 If the Customer wis any aspect of its dealings with the Company, including e Terms and Conditions, the Hire Agreement, or the tact the Company in one of the following ways:

17.3.1 **[**In writing, t name and/or position and/or department>

17.3.2 **[**By email, t name and/or position and/or department> s>>;**]**

17.3.3 **[**Using the form, following the instructions included wit

17.3.4 **[**By contact elephone on <<insert telephone number>> **[**a sert number>> when prompted.**]]**

18. Other Important Terms

18.1 The Company may bligations and rights under these Terms and Conditio greement, as applicable) to a third party (this may hap Company sells its business). If this occurs the Custome Company. The Customer's rights

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under these Terms t be affected and the Company's obligations under t sferred to the third party who will remain bound by th

18.2 The Customer may heir obligations and rights under these Terms and C e Hire Agreement, as applicable) without the Compar ission.

18.3 The Hire Agreeme omer and the Company. It is not intended to benefit rd party in any way and no such person or party wil any provision of these Terms and Conditions.

18.4 If any of the prov and Conditions are found to be unlawful, invalid or e by any court or other authority, that / those provisio vered from the remainder of these Terms and Conditio ese Terms and Conditions shall be valid and enforceab

18.5 No failure or delay cising any of its rights under these Terms and Conditio aived that right, and no waiver by the Company of a n of these Terms and Conditions means that it will reach of the same or any other provision.

19. Governing Law and Juris

19.1 These Terms and Agreement and the relationship between you and U r otherwise) shall be governed by, and construed in a of **[**England & Wales**] [**Northern Ireland**] [**Scotland**]**.

19.2 As a consumer, yo andatory provisions of the law in your country of res Clause 19.1 above takes away or reduces your rights those provisions.

19.3 Any dispute, contro aim between you and Us relating to these Terms and t, or the relationship between you and Us (whether co hall be subject to the jurisdiction of the courts of Englar Northern Ireland, as determined by your residency.

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