

1 Introduction and definitions

- a This is a contract for you to hire equipment from us.
We are hiring the equipment to you.
You must be 18 years old or older.
You must not let anyone else use the equipment and you must not sell, lend or hire it to anyone else.
- b We have agreed with you:
- * the details of the equipment that you are hiring from us; and
 - * how long you are hiring the equipment for; and
 - * the deposit and hire charges; and
 - * the site address (if applicable); and
 - * the cost of delivery, collection (including waiting time) and other services (if applicable).
- These are set out on the Order.
- c If you are hiring the equipment from us to use in your business all of the conditions of this contract apply to you apart from the conditions in paragraph 16 (“Hire as a consumer”).
- d If you are hiring equipment from us only for private domestic purposes the law gives you as a consumer certain rights and protections. In paragraph 16 (“Hire as a consumer”) we have set out some different conditions that will apply to you if you are hiring equipment as a consumer. Please make sure that you read all the conditions particularly those that cover your responsibilities if the equipment is stolen or damaged while you are hiring it.
- e “Charges” means our current hire charges from time to time including any charges for the services during the Hire period and/or any charges for the sale of the Products or supply of services. All Charges are (unless otherwise stated) exclusive on any applicable VAT.
- “Contract” means a contract created by acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the equipment, the provision of services and/or sale of products.
- “Consumer” means person who will use the equipment and/or purchase Products from us for private domestic not-for-profit use.
- “Deposit” means any advance payment required by us in relation to cash hires for the equipment which is to be held as security by us.
- “Equipment” means the equipment detailed in the Order including any accessories hired by you as specified in a contract.
- “Hire Period” means the period commencing when you hold the equipment on hire (including weekends and bank holidays) and ending upon the happening of any of the following events:-
- * you return the equipment to our possession; or
 - * we collect or repossess the equipment.
- “Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities.
- “Off Hire” means the period of time from moment you have informed us that you no longer need the equipment.
- “Order” means the purchase order containing the details of the Contract.

- “Products” means the products and/or consumables sold by us to you.
- “Services” means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire of equipment (including and delivery and/or collection service for the equipment) or otherwise.
- “We/us/our” means FS Hire Limited detailed in the Order and will include its employees, servants, agents and/or duly authorised representatives.
- “You/the hirer” means the person, firm, company or other organisation hiring the equipment and/or purchasing the products.

2 Collecting and returning the equipment

- a Unless we agree otherwise with you, you are responsible for collecting the equipment from us and for returning it to us at the end of the hire period.
The equipment is your responsibility from the time we hand it over to you at our premises.
- b Our staff will sign for the equipment you return to us which then becomes our responsibility.

3 Delivery, collection and other services on site

- a If we agree with you to deliver equipment on site the equipment is your responsibility from the time we have unloaded it on site.
- b If we agree with you to deliver or collect equipment or to provide other services on site you must pay for the delivery, collection or other services on top of the hire charges.
If our staff have to wait on site before making a delivery or collection or before providing other services we will also be entitled to charge for waiting time at the agreed rate.
- c You are responsible for clearing and preparing the site to make it safe and ready for our equipment.
- d We will make every effort to deliver or collect equipment or to provide other services at the time agreed with you; however, we cannot accept responsibility for any costs or expenses you have if we are not able to do so for reasons beyond our control.
- e You must make sure that you (or your representatives) are available on site to oversee the delivery or collection of the equipment or our other services.
You are also responsible for the loading and unloading of the equipment.
- f If the equipment needs to be installed on site you will be responsible for arranging this.
Installation must be carried out by competent properly qualified and supervised staff.
- g If we agree with you to collect equipment from site our staff will sign for the equipment when it is collected.
The equipment is our responsibility once our staff sign for it.
We will check the equipment once it comes back to our premises to make sure that it is clean undamaged and working properly.

4 Condition of equipment when you return it or we collect it.

- a You must return the equipment to us (or make it available for us to collect) clean, undamaged and working properly.
- b If you do not return the equipment to us (or make it available for us to collect) clean, undamaged and working properly you will be responsible for our reasonable costs for any repair and/or cleaning which we have to carry out so we can hire it out again.

5 Access and safety on site

- a You must ensure that there is adequate and safe access to the site so we can deliver or collect the equipment or provide other services on site.
You must ensure that there are suitable and safe loading and unloading facilities.
- b When our staff are on your site to deliver or collect equipment or provide other services they are under your direction and control.
You must ensure that they can work safely and efficiently on your site.
- c You will be responsible for any damage or injury caused to or by our staff (*unless our staff have been negligent or have failed to follow your proper instructions*).

6 Using the equipment safely

- a If the equipment causes damage or injury to any person or property you must inform us immediately.
- b If the equipment is damaged while you are using it you must stop using it immediately and inform us straightaway.
- c While you have the equipment you are responsible for ensuring it is used safely, correctly and reasonably.
You must ensure the equipment is only used by a competent, properly qualified and supervised operator.
You must follow any instructions we give you on using the equipment safely and correctly.
- d You are responsible for carrying out routine safety checks on the equipment.
- e You are responsible for carrying out any risk assessments necessary.

7 Maintaining the equipment

- a While you have the equipment you are responsible for its running maintenance such as lubrication.
You must carry out running maintenance to ensure that the equipment is not suffering from excessive wear and tear or being used in a way that damages it.
You are responsible for ensuring that the following are checked daily and replenished with the correct appropriate consumables as necessary; e.g. Fuel, Engine Oil, Grease, Water, Tyres.
- b We will inform you if a service of the equipment is due while you have it.
We will arrange to collect the equipment to carry out necessary servicing at our premises.
- c You are responsible for refuelling the equipment ensuring that you use the correct type of fuel and/or voltage.
You are also responsible for repairing punctures and replacing broken glass which occur while you have the equipment.

8 Breakdown

- a You must inform us immediately if the equipment breaks down.
- b You will be responsible for all hire charges up to the time you inform us the equipment has broken down.
Apart from paragraph 8c we will make an allowance against the hire charges for idle time (*"idle time" is the time during which you cannot use equipment*).
The allowance will start from the time you inform us about the breakdown.
- c We will not give an allowance for idle time if a breakdown has been caused by your negligence or failure to follow instructions we provide you on using the equipment safely and correctly and maintaining the equipment.
You will also be responsible for our reasonable costs for repairing the equipment.

9 Protecting the equipment

- a The equipment must stay in your possession and control at all times whilst on hire from us.
If we ask you to do so you must give us the address of the site where the equipment is or will be located.
You must not move the equipment off site without our permission.
We must have access to the equipment whenever we reasonably need it.
- b While you have the equipment you are responsible for looking after it and for taking all reasonable steps to protect it, in particular:
 - * you must take reasonable steps to keep the equipment secure; and
 - * you must take reasonable steps to avoid damage to the equipment.
- c While you have the equipment you must neither:
 - * modify, deface or adapt the equipment, or remove any labels or markings; nor
 - * repair or try to repair the equipment without our permission (*this does not prevent you from carrying out necessary running maintenance such as lubrication*); nor
 - * continue to use the equipment if it has been damaged.

10 Loss, damage and insurance

- a While you have the equipment you will be responsible for fire, theft and damage (*accidental or otherwise*) to the equipment.
Your responsibility continues until we have signed for the equipment when you return it to us or we collect it from you; this means that your responsibility for the equipment continues whilst it is in your possession and control even if you have told us that the equipment is off hire.
- b If the equipment is stolen or damaged beyond economic repair (*accidentally or otherwise*) whilst you have it you must inform us immediately and inform the Police and your Insurers immediately if there has been theft;
You will be responsible for paying us:
 - * our supplier's recommended list price for the equipment less a reasonable allowance representing fair wear and tear to the equipment we hired to you; and
 - * two thirds of our standard hire charges for the period from the theft or damage until the time we receive payment for the amount mentioned in the paragraph above.
- c If the equipment is damaged (*accidentally or otherwise*) but not beyond economic repair whilst you have it you must still inform us immediately; You will be responsible for paying us:
 - * any reasonable cost to make good the damage; and
 - * two thirds of our standard hire charges for the period from the damage until the time we receive payment for the amount mentioned in the paragraph above.
- d You are responsible for fair wear and tear to the equipment while you have it.
You are neither responsible for any damage to the equipment which results from a fault in the equipment nor from our negligence nor failure to keep to our responsibilities under this contract.
- e If somebody other than you makes any claim against us for any loss, damage or injury caused by the equipment while you have it you must meet the cost of a claim on our behalf. The only exception to this is where the loss, damage or injury results from our negligence or failure to keep to our responsibilities under this contract.
- f We recommend that you check your insurance to make sure that it covers your responsibilities.

11 Deposit

- a We can ask you to pay a deposit for the equipment.
- b If you return the equipment to us or make it available for us to collect on time and clean, undamaged and working properly we will return the deposit to you after deducting any hire charges or other amounts which you owe us.
- c If you do not return the equipment to us or make it available for us to collect on time and in clean, undamaged and working order we will keep some or all of the deposit and may have to charge extra in order to cover our reasonable costs for any repair and/or cleaning which we have to carry out so we can hire it out again. We will refund any remaining deposit to you after deducting any hire charges or other amounts which you owe us.

12 Hire charges

- a We have agreed with you the daily and weekly hire rates, and they are set out on the Order.
- b You must pay the daily and weekly hire charges without deducting any amounts during the following periods:
 - * if we agree to deliver or collect the equipment you must pay the hire charges from the day we deliver the equipment to your site up to and including the day we collect it from you; or
 - * if you collect the equipment from our premises you must pay the hire charges from the day you collect the equipment up to and including the day you return it to us.
- c If we have agreed with you a weekly hire rate you must pay at least one week's hire even if you take the equipment off hire before the end of the first week.
We work out weekly rates using a seven day week.
- d Unless we agree otherwise you must pay all amounts you owe us in relation to hiring the equipment when you return or we collect the equipment.
If the hire continues for more than a week you must pay us the amounts you owe each week.
- e You must return equipment to us during our advertised opening hours.
If you cannot do this we will charge you another full day's hire charges, because late return does not give us enough time to check and clean the equipment so we can hire it out again.
- f For holders of an Account with us our Payment terms for the hire of equipment under this contract are that payment is due no later than the 20th of the month following the month in which the Hire period ended.
- g We reserve the right, in the event that any payment is not received by us by the due date, to charge you interest on any amounts overdue at the rate of 5% above the base rate of HSBC Bank from time to time for the period from the date when payment was due until the date on which payment is actually received by us.

13 Ending this contract

- a Unless we have agreed a fixed period of hire you can end this contract any time by:
 - * returning the equipment to us at our premises during our advertised opening hours; or
 - * telling us during our advertised opening hours that the equipment is off hire and is available for collection (*this only applies if we have agreed to collect the equipment from your site*) and you must not use the equipment again in the period between notifying us that it is off hire and the moment we collect it.
- b If we have agreed a fixed period of hire you must return the equipment to us or make it available for us to collect during our advertised opening hours on the last day of the fixed period.

- c Unless we have agreed a fixed period of hire we will be entitled to end this contract at any time by giving you seven days' notice in writing.
- d We will be entitled to end this contract at any time including during a fixed period of hire without giving you any notice if:
 - * you fail to pay any of the hire charges by the date they are due; or
 - * you do not keep to your responsibilities under this contract; or
 - * you go over any credit limit that we have agreed with you; or
 - * you become bankrupt or go into liquidation (*whether voluntary or compulsory*), or enter into an agreement with your creditors, have a receiver, administrative receiver or administrator appointed over all or any part of your assets, or we have good reasons to believe that you will not be able to pay the hire charges.
- f If we end this contract you must immediately return the equipment to us or make it available for us to collect.
If we end this contract for any one of the reasons set out in paragraph 13d you must immediately pay all amounts you owe us in relation to hiring the equipment.
- g If you do not return the equipment to us or make it available for us to collect when the contract ends you authorise us to visit any premises where we reasonably believe the equipment is kept so we can repossess it.
You will have to pay our reasonable costs of collecting the equipment.
If you are a consumer we will not visit your premises to repossess the equipment unless we have a court order authorising us to do so.

14 Limits on Liability

- a We take account of a number of factors when we set our hire charges, one of these being the extent of our liability if something goes wrong.
- b Our total liability to you in connection with you hiring the equipment is limited to three times the total amount of hire charges you have paid or are due to pay for the equipment at the time of the event giving rise to our liability.
- c We will have no liability to you at all for the following losses:
 - * loss of revenue.
 - * loss of profit.
 - * loss of goodwill (*including customer loyalty*).
 - * loss of business.
 - * loss of expected savings.
 - * loss of production.
 - * any loss which would naturally have been expected to result from our actions.
 - * any penalty against you for not completing work within a specified time
 - * any special, indirect or consequential loss or damage of any nature.
- d The limit to our liability applies no matter whether our liability has arisen because we have not kept to our responsibilities under this contract or have been negligent or for some other reason.
- e If you believe you have a claim against us you must let us know in writing as soon as you can and within six months of finding out about your claim so we can investigate it properly.
- f By law we are not allowed to limit our liability for death or personal injury resulting from our negligence, so paragraph 14 is not intended to limit our liability for death or personal injury.

15 Buying equipment and products

a If we agree to sell you equipment or any other products (including consumables such as oil, blades, etc...) the following conditions apply:

- * We will agree with you a price of the equipment and/or consumables.
If we do not do this the price will be set out in our standard price list which applies at the date you order the equipment or consumables.
- * At any time or date given for delivering the equipment and consumables is only an estimate and we do not have to keep to it although we shall endeavour to do so.
- * Our responsibility for loss or damage to the equipment and/or consumables will cease upon delivery of them to you.
- * Ownership of the equipment and/or consumables will not pass to you until we have received your payment in full for them together with payment of any other amounts you owe to us under any other contracts we have with you.
We will be able to take the equipment and consumables back if you fail to pay us on time, or go into liquidation (whether voluntary or compulsory), or enter into an agreement with your creditors, have a receiver, administrative receiver or administrator appointed over all or any part of your assets, or we have good reasons to believe that you will not be able to pay the hire charges.
- * We guarantee that the equipment and consumables will be of satisfactory quality.
Our guarantee does not cover the quality of equipment which we have told you about or which you should have been aware of after having the opportunity to examine the equipment.
- * Our total liability to you in connection with selling the equipment and/or consumables is limited to an amount equal to the price you paid or are due to pay for them.
- * We will have no liability to you at all for the following losses:
 - * loss of revenue.
 - * loss of profit.
 - * loss of goodwill (including customer loyalty).
 - * loss of business.
 - * loss of expected savings.
 - * loss of production.
- * any loss which would naturally have been expected to result from our actions.
- * any penalty against you for not completing work within a specified time
- * any special, indirect or consequential loss or damage of any nature.

16 Hire as a consumer

- a If you are hiring equipment from us only for domestic purposes you will be dealing with us as a "consumer".
The conditions set out in this paragraph only apply to our customers who are consumers.
- b You must read the conditions set out in this paragraph with the rest of this contract.
The rest of the contract still applies to you, but you have the benefit of the more favourable conditions as set out below.
- c With regard to safety and maintenance we acknowledge that you are unlikely to have any specialist knowledge on using the equipment safely and correctly and in maintaining it; however we expect you to:
- * follow any instructions we give you on using the equipment safely and correctly and in maintaining it; and

- * use and maintain the equipment as sensibly as it can be reasonably expected from someone without specialist knowledge.

If you are not sure about how to use or maintain the equipment contact us immediately for advice.

- d With regard to loss, damage and insurance, if the equipment is stolen or damaged beyond economic repair (*accidentally or otherwise*) while you have it you will be responsible for paying us our supplier's recommended list price for the equipment less a reasonable allowance for fair wear and tear.
You will not be responsible for paying more hire charges once you have told us that the equipment has been stolen or damaged beyond economic repair.
We recommend that you ensure you have insurance cover against your liability.
- e With regard to Liability, if either you or we fail to keep to our responsibilities under this contract neither of us will be responsible for any losses that the other suffers as a result apart from those losses which would naturally have been expected to result from our actions.
The limits on liability in paragraph 14 will not apply to you.
- f With regard to buying equipment and consumables, paragraph 15 will not apply to you if you buy any equipment or consumables from us.
- g With regard to the Consumer Credit Act 1974, this contract is not regulated by this Act and for this reason you are not allowed to hire the equipment from us for more than three months and must return the equipment to us within three months.

17 Other Legal matters

- a The Law of England and Wales shall govern the rights and obligations of the parties in this contract, the construction of same and so far as it is possible all other matters arising out of or connected with the making, execution and termination of same.
- b We shall not be held liable for any consequential expense, liability, loss, claim or proceeding whatsoever caused by or arising out of late delivery, non delivery, unsuitability, or repossession of the equipment or any part thereof, or any breakdown, or stoppage of same, by any act or omission whatsoever by us or the consequences thereof.
Nothing in this clause shall apply to consumer contracts to cases where there is a breach of the implied terms that the equipment hired shall be of merchantable quality or satisfactory and fit for the purpose for which they were hired.
- c Should any term in this contract be held to be invalid, such invalidation will not affect the validity of the remaining terms and conditions.
- d You shall obtain and comply with all permissions, consents and licences required for the equipment under any statute, regulation or byelaw.
- e The goods on hire remain our property and under no circumstances are they to be sold, pledged, or otherwise improperly disposed of by the hirer.
- f If we give advice (*this does not include safety or operating instruction on*) it is strictly on the basis that it is for guidance only and without any responsibility being accepted, the onus is upon you to verify the accuracy and/or appropriateness of such advice and to accept or reject it accordingly.