

# **Chase** PLANT HIRE LIMITED

## **For all your Plant and Tool Requirements**

### **Your Rights and Responsibilities**

This document will explain what we expect from yourself, your rights, how we store and process your personal information and why, and also contains a non-obligatory cancellation form and a copy of our terms and conditions of business – we use Hire Association Europe terms and conditions, most hire companies will use Hire Association Europe or Contractors Plant Association terms.

#### **Your Responsibilities**

##### **Theft**

It is your responsibility and liability to keep the machine you have hired safe. If lost then you will be charged for the loss.

All of our diggers are fitted with a Thatcham 1 Approved immobilisation system, this isolates the electric, fuel and hydraulic systems.

If the machine is less than 12 months old you will be the replacement cost of a machine. If it is more than 12 months old this will be the cost of a likewise replacement on the open market. There is also a continued hire charge until the capital amount is replaced.

We recommend that you store the machines out of sight, that digger buckets and breakers are trapped by the digger arm and that whenever possible that dumpers and rollers are blocked in with diggers or other vehicles fitted with an immobiliser.

##### **Insurance**

Insurance is not compulsory, but we recommend that you assess the risk and your obligation to meet the liability of the machine's that you hire going missing or if the machine is badly damaged.

Many of our machines come fitted with an immobiliser and anti-theft key – this has dramatically cut down on theft. We are also able to provide JCB HIREMAX insurance at a cost of 10% of the hire charge (excluding VAT and transport) plus 12% Insurance Premium Tax. If you would like to take out insurance please let us know.

##### **Damage**

Sometimes accidents happen, machines can get damaged – we try our best to keep the cost of repairs to a minimum, often charging the replacement cost of the parts required (our purchase invoices are available upon request) and a labour charge of £40 + VAT per hour.

##### **Fuel**

Any fuel that you use and do not replace will be charged at 99p per litre plus 5% VAT. You can top it up with white diesel from a Petrol Station or you can use red diesel. But please ensure that the diesel is clean and free of any water.

##### **Buckets**

We will send a selection of buckets out with the machine, typically a grading bucket, a large digging bucket and a small digging bucket. If you would like any particular buckets or to specify buckets with or without teeth then please let us know when placing your order.

Please ensure that all buckets are stacked neatly in the grading bucket for collection, any time spent fetching buckets from around your site will be charged for, as will any time spent changing the bucket do the large grading bucket.

Please ensure that the brass lynch pins that secure the bucket pins remain in place, if these are lost when digging please ask us for replacement lynch pins or use a nut and bolt or a bent nail to secure the bucket pins in place. If you do not secure the bucket pins in place the bucket pins may travel and cause damage to the bucket pins and the bucket linkage of the digger.

## **Cleaning**

Please ensure the machine is in a fairly clean condition for collection, do your best to get the clumps of mud off the machine that be there from use. If you make an effort to do this then we will be happy, if you do not at least try to get the mud off the machine then we will charge you a cleaning/mud disposal charge as it takes us a lot longer than normal to clean the machine and we also have to dispose of the mud.

## **Dumpers**

Please ensure that dumper skips are empty for collection, if they are not empty then we will empty them on your site.

## **Keys**

All keys should be returned to us at the end of the hire, if you are not going to be present upon collection then please hide the keys somewhere and let us know where. We carry spares for some of the machines but we do not carry spare keys for any Digger with an immobiliser. Please look after the keys as the immobiliser keys are £65 + VAT to replace.

## **Waiting Time**

The day before the hire commences we will give you a rough time frame of when we are likely to drop your machine off. Please be there and ready for our delivery as we often run to a very tight schedule and any delay can cause significant problems that cascade through every delivery and collection for that day. If we do have to wait for you to attend site and sign the paperwork we will charge a waiting charge of £40 + VAT for 3.5 Ton vehicles and £60 + VAT for HGV's.

## **Friday Hires**

We do not work Saturday or Sundays, as such any one day hires for a Friday will be collected approximately at 15:00 hours on Friday. We recommend that for such hires that you receive delivery on Thursday afternoon so that you have the machine for your full 24 hours.

## **Concrete or Tarmac**

If you use a dumper to pour concrete or tarmac then please wash the concrete or tarmac out whilst it is still wet or warm. This is a lot easier whilst the concrete or tarmac is fresh and again if you do not you will be charged a cleaning charge.

## **Rollers**

Please ensure that rollers are returned empty of water for transportation.

## **Hire Process**

The Hire Process entails you placing the order, emailing us their identification and providing over the phone their card details. The payment for the hire is processed the business day before the hire is due for delivery. Usually the day before the requested hire period is complete we will call you to ask if you would like to have the machine collected or if you wish to extend the hire. If we do not do this for some reason then please call us. Please remember that it is your liability to let us know when you are finished with the machine – do not rely upon our curtesy call.

If you do not wish to keep the machine any longer we will collect the machine, it if your responsibility to ensure there is sufficient access for our vehicles and that the machine is accessible. If there is not sufficient access and nor is the machine accessible for some reason then you will be charged a failed collection charge and the machine will remain on hire. Our drivers will not take any machine over any boards that are spanning a trench. If this is the case then we will call our drivers back, charge a failed collection charge and the machine will remain on hire.

Our driver when collecting will fill out a collection note detailing any fuel used and any damage, he will then ask you to sign the collection note. You are welcome to add any comments you wish to this collection note. If you are not present when we collect the machine our driver will fill out the collection note and do their best to put your copy in a safe place for you.

Once the machine is back at our depot it will again be checked by our yard staff whilst the machine is serviced, damage that was missed by the collection driver may be spotted and we will alert you to this damage by phone or email.

The Hire Contract will then be off hired and the final hire invoice generated, your card will then be charged for the outstanding balance and the invoice posted to you.

## **Starting Machines**

To start Dumpers and Rollers ensure the seatbelt is engaged and that all levers are in the neutral position. Turn the key to engage the glow plugs and wait until you hear the click from the relay, then turn the key to start the machine.

To start a Digger the left hand safety lever must be up to start and then down to operate the digger, please also ensure that you are wearing your seatbelt, also ensure that the red stop button by the key is pulled up to start. Turn the key to position one, wait a while and then turn the key the rest of the way to start the machine.

## **Breakers**

We send out breakers already connected to the digger, if you wish to remove the breaker please ensure that you depressurise the breaker circuit by turning the digger key to position one – but not starting the machine and then rock the breaker pedal on the left hand side of digger several times. The breaker switch on 3 ton and above machines will be mounted on a switch on the joystick levers.

If you do not do this then when you come to fit the breaker the next time you wish to use it you will not be able to do so as the breaker circuit will be pressured and that will require the breaker pipe couplings to be cracked off with a spanner to release the pressure.

When using breakers hard please ensure that you break out for a few minutes and then allow the breaker a few minutes rest to prevent overheating. If this is not done then you will damage the breaker which is chargeable.

## **Things to Remember**

Be careful working under tree's and car ports – beacons are easily knocked off and cost £38 + VAT each to replace.

If you lower the roll over cage on a Micro Digger be careful to not lose the securing pins, the securing pins are load tested to take the weight of the Micro Digger and cost £82.28 + VAT each to replace.

The roll over cage on a Mini Digger cannot be removed without prior approval by Chase Plant Hire. If you do you will be charged for reconnecting beacon wires and checking that the ROPS frame has been refitted in a safe manner.

Always wear your seatbelt on Dumpers and Rollers – a green seatbelt system is fitted and the machines will not start without the seatbelt engaged.

1 Ton High Lift Dumpers and Tracked Dumpers should not be moved with the skip in the air, either full or empty. If you do this then you **will** roll the machine.

## **Help I have rolled a machine over**

If you have rolled a machine over do your best to jump clear or keep your hands firmly on the steering wheel. Do not put your hands out to try and stop the machine hitting the ground. It won't work. Then please immediately turn the machine off and call us and we will dispatch fitters to check the machine over and right the machine.

## **Help I have dug myself into a hole**

It is normally best to dig a hole with the digger on the outside of the hole, fill the hole back in and start again.

## **Help the machine is the other side of the trench**

We will under no circumstances take a machine over a trench. Nor do we advise that you do so. It is best to fill the trench in and dig from the side that the machine needs to be extracted from.

## **Help how do I change a digger bucket?**

### **Solid Pins**

Ensure the dipper arm is vertical and the bucket close to the ground, **turn the machine off**. Remove the brass lynch pins, slide out the upper most bucket pin, if needs be use a screw driver as leverage or a bar and hammer to gently tap them from the side without grease nipples. Then do the same with the bottom pin. Line up the bucket and reverse the process, lift the bucket up and fit the remaining pin. Ensure all brass lynch pins are put into place to secure the bucket.

### **Semi Quick Hitch and Automatic Quick Hitches**

We stock a variety of Semi Quick Hitches and Automatic Quick Hitches, as such the instructions on how to change buckets are located in the cab of the digger.

### **Trenches**

If you are digging a trench remember to keep the machine the exit side of the trench and ensure you dig with the machine positioned away from the trench.

## **Privacy Policy**

We respect your privacy and personal information greatly.

We ask you to provide identification, this is stored on our system indefinitely so that we can prove you are who you say you are to meet our obligations to our insurance company. We keep your identification indefinitely so that the next time you wish to hire something you do not need to send us your identification. If you do not want us to store your identification indefinitely then please let us know and we will delete it once the hire contract is complete.

We also ask you to provide card details for payment, we keep these for the duration of the hire contract and until any outstanding balance is paid in full. All payments are strictly by card only.

We also store your name, invoice address, contact number and email address indefinitely, this is so that we can comply with our obligations to HMRC and to comply with regulations concerning the sale of red diesel.

We also record all phone calls for training purposes, fraud prevention, provide evidence of a business transaction, to ensure we comply with regulatory procedures, to see that quality standards are being met and for the purpose of preventing or detecting crime.

### **Under data protection legislation, you have the following rights:**

- a right of access to the personal data that we hold about you including the right to ask us to provide a copy of any of it (for which there may be a nominal fee)
- the right to ask for your personal data to be destroyed (though not the automatic right to have it destroyed)
- the right to object to the processing of your personal data
- the right to withdraw your consent for the processing of personal data you have previously consented to
- the right to complain to the Information Commissioner

### **In addition, for your protection, we must abide by the data protection principles which are**

- to process your personal data lawfully, fairly and in a manner that is transparent to you
- your personal data must be collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes
- your personal data must be adequate, relevant and limited to that which is necessary in relation to the purposes for which it is processed
- the personal data must be accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay
- personal data must be kept in a form which permits identification of you for no longer than is necessary for the purposes for which the personal data is processed
- personal data must be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures

### **Third Parties**

We do not sell your personal information to any third parties, we may however pass your information to the following for processing;

Our Accountant, HMRC, The Police, Top Service Debt Collection Agency, Our Solicitors and The Courts.

We do this under for a variety of reasons to meet our legal obligations and legitimate interests, by using our services you agree and consent to us storing, processing and sharing your data with the listed parties.

Your personal information may also be used when compiling internal fleet utilisation reports that will only be seen internally by Chase Plant Hire staff.

### **Your right to be forgotten**

If you would like us to remove any personal information then please ask us, we will remove all of the personal information that we can that we do not have to keep to fulfil our legal obligations. In many cases this will be identification, delivery addresses, emails, email addresses and contact numbers.

### **Complaints**

If you are not happy for some reason with our service then please email your complaint to [complaints@chaseplanthire.com](mailto:complaints@chaseplanthire.com) and we will look into the issue and do our best to rectify your complain.

## Your Right to Cancel

You have the right to cancel this Contract without giving any reason within 14 days of the day following the date on which you receive the goods.

To exercise the right to cancel, you must inform us by emailing us on [sales@chaseplanthire.com](mailto:sales@chaseplanthire.com) of your decision to cancel this Contract or by sending a clear statement (e.g. a letter sent by post or e-mail). We will also accept cancellation's over the phone.

You may use the attached model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## Effects of cancellation

If you cancel this Contract, we will reimburse to you all payments received from you.

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. Please note that if you wish to return unwanted goods that have been delivered a charge will apply. This will be a charge for the hire period that you have had the goods as well as the delivery and collection fee.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation of this contract, in comparison with the full coverage of the contract. e.g the delivery charge, an amount for the period of time that you have hired the equipment until cancellation and the collection charge and fuel used charge.

## Cancellation Form

To: Chase Plant Hire Limited, 87 High St, Chasetown, WS7 3XQ  
01543 672730; email [sales@chaseplanthire.com](mailto:sales@chaseplanthire.com)

We hereby give notice that we cancel our contract [\*of sale of the following goods / \*for the supply of the following service] and accept that Chase Plant Hire Limited may withhold part or all of the due refund in order to pay for services already provided until the point of cancellation.

[\*] Delete as appropriate.

Name of Consumer(s):	
Address of Consumers(s):	
Contract Number:	
Ordered On:	
Received On:	
Signature:	
Date	

**1 INTERPRETTION**

1.1 In these conditions the following words have the following meanings:

**"Consumer"** an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

**"Contract"** means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;

**"Customer"** means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;

**"Deposit"** means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

**"Digital Content"** means data which is produced and supplied in digital form;

**"Force Majeure"** means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

**"Goods"** means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;

**"Hire Goods"** means any Goods which are hired to the Customer;

**"Hire Period"** means the period commencing when the Customer holds 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 the Customer into the Supplier's possession; or
- (ii) the physical repossession or collection of Hire Goods by the Supplier;

**"Liability"** means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

**"Rental"** means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

**"Sale Goods"** means any Goods which are sold to the Customer;

**"Supplier"** means Chase Plant Hire Limited at the address stated at the end of these terms and will include its employees, servants, agents and/or duly authorised representatives;

**"Services"** means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service in respect of the Goods.

**2 BASIS OF CONTRACT**

2.1 Goods are hired or sold subject to them being available for hire or sale to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the

Goods are unavailable due to circumstances beyond the Supplier's control.

2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 3 month Hire Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where the Customer is acting as a Consumer any provision which is marked with an asterisk (\*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

**3 FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES**

3.1 Where the Customer deals as a Consumer, the Supplier is under a legal duty to supply Goods, Digital Content and Services that are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods and Digital Content that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.

3.2 Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens' Advice Bureau or Trading Standards office. Nothing in these conditions will affect these legal rights.

**4 PAYMENT**

4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance

of the Customer hiring the Hire Goods.

4.2 The Customer shall pay the Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

4.4 \*If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/deed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

4.5 \*The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

4.7 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.

**5 RISK, OWNERSHIP AND INSURANCE**

5.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

5.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

5.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Sale Goods remains with the Supplier until all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full.

5.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:-

- 5.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;
- 5.4.2 maintain the Sale Goods in satisfactory condition; and
- 5.4.3 keep the Sale Goods insured against all risks for their full price from the time they leave

the physical possession or control of the Supplier.

5.5 The Customer 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. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

5.6 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

## **6 DELIVERY, COLLECTION AND SERVICES**

6.1 It is the responsibility of the Customer to collect the Goods from the Supplier, and, in the case of Hire Goods, return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Goods to and/or collect the Hire Goods from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

6.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 5 working days of the Customer notifying the Supplier that the Hire Goods are ready for collection whereupon the Supplier shall be liable for any loss, damage or theft thereafter.

6.3 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to clause 14.8.

6.4 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or

agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

6.5 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a Consumer and the delay is due to a Force Majeure event.

## **7 CARE OF HIRE GOODS**

7.1 The Customer shall:

7.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall 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 the Customer;

7.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

7.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

7.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

7.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

7.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

7.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

7.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

7.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier 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; and

7.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

7.1.11 ensure that any employees, agents or

contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

7.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

## **8 BREAKDOWN**

8.1 Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.

8.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

8.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

8.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

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

9.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.

9.2 In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will:-

9.2.1 pay to the Supplier the new replacement cost for any Hire Goods less than twelve (12) months old from first registration; and/or

9.2.2 reimburse the Supplier for any loss or costs suffered or incurred by the Supplier for any Hire Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods.

9.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

9.4 In addition to the obligation in clause 9.3 to pay the Rental, from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to the Supplier for the replacement of the Hire Goods in accordance with clause 9.2 ("**Lost Rental Period**"), the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible once it has received payment from the Customer under clause 9.2 above.

#### **10 STATUTORY CANCELLATION RIGHT FOR CONSUMERS**

10.1 The provisions of this clause 10 only apply to Customers who are a Consumer for the purpose of any hire or purchase from the Supplier.

10.2 Subject to clauses 10.4 and 10.5, in the case of all Contracts for Sale Goods and those Contracts for Hire Goods where the Hire Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract by writing to the Supplier at the address stated at the end of these terms, without incurring any charge or Liability within 14 days of the day following the date on which the Goods come into the physical possession of the Customer.

10.3 Where a Customer exercises its right to cancel under clause 10.1 and has made payments in advance for Goods and/or Services that have not been provided to it, then the Supplier will refund these amounts to the Customer:

10.3.1 within 14 days of receipt of the Goods which have been returned by the Customer; or

10.3.2 (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods; or

10.3.3 if no Goods have been provided by the Supplier, 14 days after the day on which the Supplier is informed of the Customer's decision to cancel the Contract.

10.4 Where the Customer deals as a Consumer and requests in writing that the Supplier begins provision of the Services within the cancellation period set out in clause 10.1, then the Customer's right to cancel the Contract without incurring any charge or Liability will expire once the Supplier has completed the provision of the Services. If the Customer cancels the Contract once the Supplier has begun to provide the Services it shall be liable for all costs

reasonably incurred by the Supplier in providing the Services up to the point the Supplier is informed of the Customer's decision to cancel the Contract.

10.5 Where the Contract is with a Consumer and:

10.5.1 is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and

10.5.2 provides for a specific date or period of performance, the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to the Supplier.

10.6 Where a Customer cancels the Contract under this clause 10, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.

#### **11 TERMINATION BY NOTICE**

11.1 If the Hire Period has a fixed duration, then subject to the provisions of clause 12 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

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

11.3 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.

11.4 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.

11.5 The rights set out in this clause 11 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).

#### **12 DEFAULT**

12.1 If the Customer:-

12.1.1 fails to make any payment to the Supplier when due without just cause;

12.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

12.1.3 persistently breaches the terms of the Contract;

12.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

12.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or

the Customer takes or suffers any similar action in any jurisdiction;

12.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

12.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract; and/or

12.1.8 appears to the Supplier (acting reasonably) to be about to suffer any of the above events;

then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.

12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-

12.2.1 except where the Customer is acting as a Consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;

12.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

12.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

12.2.4 \*all monies owed by the Customer to the Supplier shall immediately become due and payable.

12.3 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

12.4 Upon termination of the Contract the Customer shall immediately:-

12.4.1 return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (the Customer granting or procuring for the Supplier or its authorised representative the right to enter the site without trespass); and

12.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.

#### **13 LIMITATIONS OF LIABILITY**

13.1 \*All warranties, representations, terms,



conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

13.2 \*If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

13.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.

13.4 \*The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment.

13.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

13.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

13.7 \*The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

13.8 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

13.8.1 \*consequential losses;

13.8.2 economic and/or other similar losses;

13.8.3 business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill; and/or

13.8.4 special damages and indirect losses however so arising.

13.9 \*The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

13.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:-

13.10.1 Liability for breach of contract;

13.10.2 \*Liability in tort/delict (including negligence); and

13.10.3 \*Liability for breach of statutory and/or common law duty;

except clause 13.9 above which shall apply once only in respect of all the said types of Liability.

13.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

#### 14 GENERAL

14.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.5, 7, 8, 9.1, 9.3 and shall continue in full force and effect.

14.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

14.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

14.4 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 01543672730 or by e-mail it at [complaints@chaseplanthire.com](mailto:complaints@chaseplanthire.com)

14.5 \*The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

14.6 \*No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

14.7 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

14.8 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such

finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.

14.9 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

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