

General Conditions of Hire

- (1) These conditions shall apply to all contracts entered into by Convenient Conveniences Limited, hereinafter called 'The Company', for the hire of site amenity units and or other equipment hereafter called 'Plant'. These terms shall override any terms expressed or implied sought to be imposed by the hirer unless agreed in writing by an authorised officer of the Company.
- (2) PERIOD OF HIRE: Hire commencement shall be as specified within the contract. Termination date is that on which the plant is returned to the Company or is made available and accessible for the Company's transport to effect collection of the hirer's behalf.
- (3) DELIVERY OF EQUIPMENT: Unless the company received notification to the contrary within 48 hours all plant will be deemed to have been delivered in good working condition and to the Hirer's satisfaction.
- (4) SITING, ACCESS, LOADING AND UNLOADING: The hirer shall be responsible for providing a safe and suitable access to the site for the Company's servants or agents for purposes of delivery and collection of Plant, or inspection maintenance or replacement of same. The Hirer shall allow the company access at all reasonable times for such purposes. The Hirer shall be liable for any loss of damage or delay or loss of time arising from the hirer's failure to provide and maintain such access where the Company's employees undertake to assist in loading or unloading of Plant at the hirer's site, they do so as servants or agents of the hirer and are deemed to be under the direction and control of the hirer.
- (5) LOSS: The Hirer is responsible for the safe keeping of plant during the period of hire and for its return to the Company at the termination of hire. If the hirer fails to return the Plant for whatever reason whether as a result of theft, loss, destruction, or otherwise, whether due to negligence on the part of the hirer, his servants and/or his agents or not the hirer shall be liable to the Company for:
 - a) the cost of replacement of the Plant together with all costs arising therefrom and
 - b) the company's hire charges until payment of the costs under clause 5(a).
- (6) USE, CARE AND MAINTENANCE: The Hirer shall be responsible for maintaining the Plant in good condition. The hirer shall not cause the Plant to be used for any purpose beyond its capacity or in a manner likely to cause undue deterioration. The Hirer shall keep the Plant safe from damage. The Hirer shall keep himself acquainted with the condition of the plant and shall not keep it in use after it has become defective, damaged or dangerous state. Should damage or breakdown occur to Plant attributable to failure to observe the conditions in this clause or to negligence and/or misuse on the part of the hirer or his servants or to wilful or accidental damage however occurring, the hirer shall be liable to the Company for:
 - (a) the cost of repairs.
 - (b) The cost of cleaning Plant if returned in a dirty condition.
 - (c) The Company's hire charges while the plant is idle due to breakdown or damage and while repairs are being carried out.
- (7) EQUIPMENT FAILURE OR BREAKDOWN: Breakdowns or defects in Plant occurring as a result of ordinary usage or fair wear and tear will at the Company's option either be repaired at the Company's expense and with the least possible delay or alternatively the Company will replace the Plant. The Company will not to the extent permitted by law be under any liability whatever, however arising to the Hirer or for any consequences of breakdown or defects through non arrival owing to accident or breakdown during loading, unloading or transport of Plant. The Hirer shall not attempt to effect repairs himself without the express authority of the Company.
- (8) RE-HIRE, SUB-LETTING AND SITE CHANGING: The Hirer shall no re-hire, sub-let or move the Plant from the site to which it was first taken or consigned without the consent in writing or a authorised officer of the Company.
- (9) COMPLIANCE WITH LAW: The Hirer shall be responsible for complying with all relevant laws, by-laws and regulations applicable and incidental to the use and operation of the Plant.
- (10) INSURANCE: The Hirer shall be responsible for insuring the Plant from the time the equipment arrives on site until the equipment is collected by the Company against all risks devolving on him either by law or under this agreement. The Hirer shall indemnify the Company in respect of all claims for injury, loss or damage caused by or in connection with the hiring or use of the Plant by the Hirer.
- (11) CONSEQUENT LOSS: The Company shall not in any event be under any liability to the Hirer for consequential loss whether direct or indirect and howsoever arising.
- (12) FORCE MAJEURE:- The Company shall not be under any liability for any consequences and delay or failure in carrying out the contract caused by Majeure or circumstances outside the direct control of the company.
- (13) CANCELLATION: In the event of cancellation of order the following termination charges will be made.

Cancellation in excess of four weeks notice in writing:-	Nil Payable and deposit returned.
Between fourteen and twenty seven days notice in writing:-	50% of total order value payable.
Between eight and thirteen days notice in writing:-	75% of total order value payable.
Less than seven days notice:-	100% of total order value payable.