

**HIRE AGREEMENT - ANDREW MARWOOD LTD****Unit 2 Full Sutton Industrial Estate****Full Sutton****York****YO41 1HS****Tel:01759 372888 Fax: 01759 372900 Mobile: 07768908867****This is not a hire purchase agreement and gives the hirer no right to purchase the goods****REGULATED BY THE CONSUMER CREDIT ACT 1974**

<b>Customer Name</b>	<b>Hire Machine</b>
<b>Customer Address</b>	<b>Registration Number</b>
	<b>Serial Number</b>
	<b>Value</b>
	<b>Additional Equipment</b>
	<b>Value</b>
<b>On Hire At - (if different to the above address)</b>	

<b>Pre Hire Checks</b>		<b>Return Hire Checks</b>	
<b>Hours</b>		<b>Hours</b>	
<b>Fuel</b>		<b>Fuel</b>	
<b>Oil/Water</b>		<b>Oil/Water</b>	
<b>Tyres</b>		<b>Tyres</b>	
<b>Damage</b>		<b>Damage</b>	
<b>Checked By</b>		<b>Checked By</b>	

<b>Description</b>	<b>Rates</b>	<b>Length of hire</b>	<b>Amount</b>
<b>Day Rate</b>			
<b>5 Day Week Rate</b>			
<b>7 Day Week Rate</b>			
<b>Long Term Rate (Above 12 weeks)</b>			
<b>Delivery Charge</b>			
<b>Collection Charge</b>			
<b>Fuel Charge (per litre)</b>			
			<b>Total</b>

<b>Date of hire</b>	<b>Customer Signature</b>		<b>Date</b>
<b>Return of hire</b>	<b>Customer Signature</b>		<b>Date</b>

**PLEASE CHECK THE DETAILS OF THE SCHEDULE CAREFULLY AND ADVISE US AT ONCE IF INCORRECT  
PLEASE NOTE TERMS OF CONDITIONS ON BACK OF SCHEDULE**

## **TERMS AND CONDITIONS – BETWEEN 1-6 MONTHS HIRE**

1. For conditions of hire, Andrew Marwood Limited shall be known as the owner the customer shall be known as the hirer.
2. Hire of vehicle is subject to C.P.A. conditions.
3. The contract being the owner and the hirer must not be broken by the hirer sub letting of the owner goods.
4. The owner will not be responsible for any damages to persons or property caused by the hiring equipment. The hirer shall keep the goods free from any distress execution or legal process and at all times in a safe place.
5. The hirer shall be responsible for acquiring full comprehensive insurance cover for the equipment from the moment he takes possession. The owner is not responsible for:
  - a) Property damage including cables and pipes.
  - b) Death or bodily injury to any person.
  - c) Any loss or damage including tyre puncture and safety guards.
6. In the event of any accident, the owner should be informed immediately.
7. Should a mechanical fault occur the owner should be contacted immediately, whereupon he will send out or appoint an agent to carry out the necessary repairs. On no account must the hirer carry out his own repairs without authorisation from the owner.
8. The owner will carry out standard services at manufactures specifications. The owner will take full responsibility for any mechanical failure within the first 12 months period.
9. The hirer shall be responsible for daily maintenance and checking of tyre pressure, oil levels, wheelnuts, lights, brakes, coolant level air cleaner and overall condition of the vehicle for safety and compliance with legal requirements. The hirer will be responsible for repairs due to neglect or misuse (other than normal wear and tear), both mechanical and/or tyres.
10. The hirer agrees to continue the hiring for the minimum period specified in the schedule. After that either the owner or the hirer shall be entitled to terminate the hiring by giving to the other in advance written notice to that effect of at least one month, the hirer should then return the machine to the owner.
11. Tractors etc, will leave the owner clean and free from soil and should be returned in a likewise condition, failing this, a small cleaning charge will be levied.
12. The owner does not accept responsibility for the hirer or his employees loss of earnings due to breakdown of hire vehicles.
13. Delivery will be free within a 15 mile radius of base. Hirer will be responsible for the return. In the event of the hirer requiring delivery in excess of 15 miles or collection an agreed charge will be levied.
14. Hire charges (including VAT) at the current rate must be paid within 28 days of the invoice date by Direct Debit. The owner reserves the privilege to charge interest on late payments.

**PLEASE READ CAREFULLY THE ABOVE CONDITIONS AND SIGN BELOW**

**Customer Name** ..... **Date** .....

**Customer Signature** .....

# TERMS AND CONDITIONS – FOR 6 MONTHS PLUS HIRE

## 1. COMMENCEMENT OF AGREEMENT

This agreement shall be signed by the hirer in the form and manner stated in the schedule and shall be signed by or on behalf of the owner and this agreement shall become binding on the owner only upon acceptance by and signature by or on behalf of the owner and on the later of the date stated.

## 2. RIGHT TO TERMINATE

The hirer agrees to continue the hiring for a minimum period specified in the schedule will be less than seventeen months and after that either the owner or the hirer shall be entitled to terminate the hiring by giving to the owner in advance written notice to that effect of at least the shortest interval between hire payments and the hirer shall then return the goods to the owner on or before the expiry of such notice.

## 3. PAYMENTS OF TERMINATION

If either the hirer or the owner shall terminate this agreement then the hirer shall be and remain liable to pay to the owner in addition to damages for any previous breach of this agreement any payment in arrears and any other payment due up to and including the date of termination.

## 4. PAYMENT

- a) The hirer has paid to the owner on signature of this agreement by the hirer the advance payment stated in the schedule.
- b) The hirer shall punctually pay to the owner or as the owner may in writing direct the payments specified in the schedule overleaf so long as the agreement shall continue and the time of payment shall be of the essence of the agreement.
- c) Any payment due for the hirer shall only be deemed to have been paid when it is received by the owner and any payment sent by post shall be at risk of the hirer.

## 5. CARE OF GOODS

The hirer shall

- a) use the goods in a careful and proper manner and shall not attempt to adjust or repair the interior of the equipment or any component parts nor remove or replace any such parts.
- b) keep the goods in good and substantial repair and condition (fair wear and tear only accepted)

## 6. SECURITY OF GOODS

The hirer shall keep the goods free from any distress execution or legal process and at all times in a safe place.

## 7. INSURANCE

The hirer shall keep the goods insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in a sum not less than their full replacement value with an insurance company of repute and on demand show to the owner the policy of insurance and premium receipt: the hirer shall not use or allow the goods to be used for any purpose not permitted by the terms and conditions of the policy of insurance do or allow to be done any act or thing which the insurance may be invalidated. If the hirer shall default in the payment of any premium in respect of the insurance the owner may any such premium and recover the cost from the hirer forthwith. The hirer agrees to pay the owner any insurance money payable under the insurance which shall be applied at the option of the owner towards the repair of the replacement of the goods and/or towards discharge of the hirer's obligation under this agreement.

## 8. OWNERSHIP

Ownership of the goods shall at all times remain with the owner and the hirer shall be a mere bailee of the goods.

## 9. OWNERS RIGHTS

No time or indulgence extended to the hirer nor any waiver of any breach shall prejudice affect or restrict the owner's rights under this agreement.

## 10. OWNERS EXPENSES

The hirer must repay to the owner any expenses and/or legal costs for any of the following.

- a) in respect of any action required by the owner regarding any breach of the terms in this agreement.
- b) in finding the goods or in respect of their return to the owner and
- c) taking steps, including court action, to recover the goods.

## 11. RESTRICTION OF DISPOSAL OF GOODS

The hirer shall retain the goods in his own possession or custody at his address stated in the schedule to this agreement or at any other address permitted in writing by the owner and shall not remove them from there without the previous written consent of the owner.

The hirer agrees that the owner his servants or agents may on demand inspect the goods at all reasonable times. The hirer shall not sell let assign charge or otherwise dispose of the goods or the benefit of this agreement or attempt to do so. The hirer shall not do or allow any act or thing which will or may create a lien of any kind on the goods.

## 12. MAINTENANCE

So long as the hirer is not in default of any of his obligations under this agreement to the owner will so long as the hiring continues service and repair the

Goods. If the goods have to be removed for repair the owner will as soon as expedient and subject to availability and also to any legal requirements or restrictions at the time being in force provide the hirer on loan with similar goods. The hirer shall remain liable for payments under this agreement whether or not the goods compromised in this agreement are out of use awaiting or undergoing repair or adjustment.

## 13. ACCURACY OF INFORMATION

The hirer warrants that all the information contained in this agreement concerning the hirer and all the information in any relevant proposal from relating to this agreement is accurate in all aspects. In the event of any breach of this warranty coming to notice of the owner shall have such rights as are mentioned in clause 11 in addition to any other rights the owner might have in respect of such breach at law.

## 14. HIRER'S DEFAULT

If the Hire shall: a) fail to observe or perform any of the terms and conditions of this agreement or b) Fail to comply with any written notice served upon the hirer requiring the hirer to remedy any breach (service of which shall be at the sole discretion of the owner) of the terms of this agreement or any other form of statutory notice or c) commit any act of bankruptcy (including non payment of any debts of the hirer when properly due or as ordered by a court) or compound or negotiate or make any composition with the creditors of the hirer or d) have any process of execution or distress levied on the goods then subject to service and expiry of any written notice required by law the owner shall be entitled in addition to their rights to any payments in arrears or damages for breach of this agreement. i) with notice to recover and retake possession of the goods and/or ii) to terminate this agreement whereupon the hirer will no longer be in possession of the goods with the owner's consent.

## 15. DEFINITIONS

- a) The expression "Goods" shall include all accessories tools equipment and fitting and all additions and renewals made to the goods specified in the schedule overleaf during the currency of this agreement.
- b) If two or more persons constitute the hirer then their liabilities under this agreement shall be joint and several.
- c) Where the interpretation so requires the singular shall exclude the plural.
- d) In Scotland and word or phrase not in its particular context in current use shall be given the meaning and effect of the nearest equivalent word or phrase so in use in Scotland.

## 16. V.A.T.

Proviso made that any changes in rate to be passed on to hirer.

