



Plant and Equipment Hire Charges - 2008

Category	Asset_Code	Description	Day	Weekend	Week	Month	Hour	Delivery
Excavator	TB016	Takeuchi TB016 1.6T Mini Excavator	£20.00	£30.00	£80.00	£240.00	£7.50	£1.00
Garden	HUSQCRT51	Husqvarna CRT51 Cultivator	£25.00	£37.50	£100.00	£300.00		£0.75
Generator	BS6KVA	Briggs & Stratton Pro Max 6000 EA	£15.00	£22.50	£60.00	£180.00		£0.75
Quad	Honda250	Honda TRX 250 S	£30.00	£45.00	£120.00	£360.00		£0.75
	Honda350	Honda TRX 350 ES 4WD	£30.00	£45.00	£120.00	£360.00		£0.75
	LogicMFG320	Logic MFG320 Flail Mower	£30.00	£45.00	£120.00	£360.00		£0.75
Tools	BelleMini	Belle Minimix 150 - 240V Electric	£7.50	£11.25	£30.00	£90.00		£0.75
	MakitaPD491	Makita PD491 Post Auger - 4", 8" & Extension Augers	£12.50	£18.75	£50.00	£150.00		£0.60
Trailer	IW146	Ifor Williams LM146 Flatbed 8' Ramps 14' x 6'6"	£30.00	£45.00	£120.00	£360.00		£1.00
	IND64	Indespension SE 750 Mesh 6'6" x 4'0"	£15.00	£22.50	£60.00	£180.00		£0.75

Where there is an hourly rate shown this is calculated from the hour meter readings and is in addition to the period rates shown. The weekend rate is applicable from 4 pm on Friday until 10 am on Monday. Please note that all hire charges are subject to VAT at the appropriate rate.

General Conditions for Plant and Equipment Hire

Definitions and Law - the hired items are the property of Paxton & Associates Limited (herein referred to as the **Owner**) and the **Hirer** (or person signing for the Plant and/or Equipment if Section 6 is implemented) agrees that he will not sell, hire out, lend or otherwise part with possession of the Plant and/or Equipment.

Basis of Charging - the Hirer will pay the hire charges which will commence at the rates shown and continue during the term until the Plant and/or Equipment is returned to the **Owner** or is collected by the **Owner's** transport. All charges are payable on demand. All Time is chargeable including Saturdays, Sundays, Bank Holidays, etc.

Carriage Charges - Hire charges do not include carriage and any expenses incurred by the **Owner** in delivering or recovering Plant and/or Equipment (or attempting same) and will be paid by the Hirer. Where charges are quoted by the **Owner** such charges will include a maximum of 30 minutes attendance by the **Owner's** vehicle at the address specified by the **Hirer**. Further time will be paid by the **Hirer**.

Consumables – any consumable item, such as fuel, oil or grease supplied by the **Owner** shall be charged to the **Hirer**. It is the **Hirer's** responsibility, if purchasing consumable items, that they meet the appropriate specification for the Plant and/or Equipment.

Maximum Period of Contract - (if **Hirer** is not a Limited Company) - if the **Hirer** is an individual or partnership (including an incorporated body of persons) then the Contract will terminate not later than 3 months from the commencement date in which circumstances the **Hirer** will on the eve of the last day of the 3 months return the Plant and/or Equipment to the **Owner**.

Extent of the Contract - the Contract commences at the time shown and terminates when the Plant and/or Equipment is safely returned to the **Owner** or his employee in person or when Clause 4 is invoked, whichever is the earliest. The Plant and/or Equipment is hired out subject to the terms set out.

Responsibility of Person Signing - the person signing the Contract warrants that he has the authority of the **Hirer** to the Contract on the **Hirer's** behalf. The said person hereby indemnifies the **Owner** against all losses and costs that may be incurred by the **Owner** if this is not so. The said person hereby acknowledges that he has been instructed in the operation and use of the Plant and/or Equipment. The said person and the Hirer jointly and severally undertake to ensure that no-one who is not properly instructed uses the Plant and/or Equipment and shall not allow the Plant and/or Equipment to be misused.

Delivery in Good Order - the person signing the Contract having been afforded the opportunity to inspect the Plant and/or Equipment, accepts the Plant and/or Equipment is in good working order and wholly free from damage at the time the hire commences.

The Hirer's Responsibility - The **Hirer's** responsibility commences on receipt of the Plant and/or Equipment or on delivery as requested and ends when the **Hirer** returns the Plant and/or Equipment to the **Owner** or his employee in person. The **Hirer** agrees that he will not sell or otherwise part with possession and/or control of the Plant and/or Equipment.

The Hirer's Responsibility, Third Party - the **Hirer** shall at all times and in all respects indemnify the **Owner** against and from any and every expense, liability, claim or proceedings whatsoever in respect of any personal injury whatsoever, including but without prejudice to the generality of the foregoing, injury to any servant, employee or agent of the Hirer and in respect of any damage to any property whatsoever, including the Plant and/or Equipment, arising out of or in connection with or subsequent upon the hire, use, misuse, non-use, repossession, collection, return or non-return of the Plant and/or Equipment or any part thereof.

The Hirer's Responsibility, Maintenance of Plant and/or Equipment and Breakdown Procedure - the **Hirer** shall keep himself acquainted with the state and the condition of the Plant and/or Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or unsatisfactory working of the Plant and/or Equipment must be immediately reported to the **Owner**. Under no circumstances shall the **Hirer** repair or attempt to repair. Plant and/or Equipment unless authorised by the **Owner**. Such Plant and/or Equipment must be returned to the **Owner's** premises for examination or when rectification elsewhere is requested the Hirer agrees to pay carriage if required by the **Owner**.

The Hirer's Responsibility, Consequential Loss - the **Owner** shall not be liable for any consequential expense, loss, claim or proceeding whatsoever caused by or arising out of the date of delivery, non-delivery, unsuitability or repossession of the Plant and/or Equipment, or part thereof, or any breakdown or stoppage of same.

The Hirer's Responsibility, Lost, Non-Returned, Damaged or Useless Plant and/or Equipment - when plant is reported lost or is not returned, or when the termination of the hire is requested by the **Owner**, the hire shall be deemed to end when the Hirer pays the **Owner** the Manufacturer's current list price. The **Hirer** agrees to pay all costs incurred by the **Owner** in rectifying the condition of the Plant and/or Equipment if returned damaged or unclean, hire charges will continue until such rectification is complete.

Termination of Hire - the **Owner** shall be entitled to any time and for any reason whatsoever, without explanation, to terminate the Contract (such termination to be effective immediately) and to repossess the Plant and/or Equipment or any part thereof.

The **Hirer** hereby authorises the **Owner** (upon production of the Contract) to enter any premises where the **Owner** reasonably believes the Plant and/or Equipment, or any part thereof, to be and to recover the said Plant and/or Equipment or part thereof.