

# Terms and Conditions for the Hiring of Tools and Equipment

## 1 Definitions

- The “**Owner**” Dron & Dickson Ltd includes its successors or personal representatives. Dron & Dickson Ltd are a limited company incorporated and registered in England with Company No. 00221355 and registered at Dron & Dickson House, Cumberland Place, Whapload Road, Lowestoft, Suffolk, England, NR32 1UQ.
- The “**Hirer**” is the Company, firm, person, corporation or public authority taking the equipment on hire and includes their successors and personal representatives.
- “**Equipment**” covers all classes of tools, machinery, equipment and all accessories thereof, which the Owner agrees to hire to the Hirer.
- A “**day**” is a calendar day starting at 12:01 am and finishing at 12:00 pm midnight.
- A “**week**” covers any 7 day period.
- The “**hire period**” shall commence from the time when the equipment leaves the Owner’s depot or place where last employed and shall continue until the equipment is received back at the Owner’s named depot, other agreed location.

## 2 Acceptance of equipment

Acceptance of the equipment by the Hirer implies acceptance of all terms and conditions herein unless otherwise agreed in writing.

## 3 Maintenance of equipment in good order

Where the said equipment is on hire along with the Owner’s personnel it shall be the responsibility of said personnel to take all reasonable steps to keep themselves acquainted with the state and condition of the equipment and ensure that it is returned safe, serviceable and clean.

Where the equipment is hired solely for use by the Hirer’s personnel then it shall be the responsibility of said personnel to take all reasonable steps to keep themselves acquainted with the state and condition of the equipment and ensure that it is returned safe, serviceable and clean. If such equipment be continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.

## 4 Safe use of equipment

Where the said equipment is on hire along with the Owner’s personnel it shall be the responsibility of the Owner to make sure that all people who use the equipment are properly instructed in its safe

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and correct use and they are in possession of all relevant instructions. The Owner must ensure that the Equipment is not misused.

Where the equipment is hired solely for use by the Hirer's personnel it shall be the responsibility of the Hirer to make sure that all people who use the equipment are properly instructed in its safe and correct use and they are in possession of all relevant instructions. The Hirer must ensure that the Equipment is not misused.

## 5 Breakdown repairs and adjustment

The Hirer shall not, except for the changing of consumables, repair the equipment without the written authority of the Owner. Changing of consumables is the responsibility of the Hirer. The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the equipment, whether by the Hirer or Hirer's servants. The Hirer is responsible for the cost of damage and/or repairs due to theft, loss, negligence, misdirection, misuse or vandalism of the equipment.

## 6 Other stoppages

No claims will be admitted for stoppages through causes outside the Owner's control, including inclement weather, shipping delays or cancellation of work scopes nor shall the Owner be responsible for the cost or expense of recovering any equipment.

## 7 Limitation of liability

Except for liability on the part of the Owner, which is expressly provided for in the Contract (including these Clauses):

- Where the equipment is hired solely for use by the Hirer's personnel the Owner shall have no liability or responsibility for any loss or damage of whatever nature due to or arising through any cause beyond the Owner's reasonable control.
- Where the equipment is hired solely for use by the Hirer's personnel the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the contract, breach of statutory duty or misrepresentation or by reason of the commission of any loss (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the equipment or any asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature.
- Whenever the Contract (including these Clauses) provides or it is agreed between the Owner and the Hirer that any allowance is to be made against hire charges, such allowance shall be

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the Hirer's sole and exclusive remedy in respect of circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

### 8 **Hirers responsibility for loss and damage**

For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of Clause 5, of this Agreement.

During the continuance of the hire period and whereby the Owner has no personnel onboard/onsite the Hirer shall have full responsibility for the care and safekeeping of the equipment and will return it in good order and will pay to the Owner all costs the Owner incurs in rectifying any equipment returned damaged or unclean to the condition in which it was supplied to the Hirer. Additionally the Hirer will pay for the Owner's financial loss until such rectification is complete. Where equipment is lost or stolen or damaged beyond economic repair, the Hirer will pay for all financial loss of the Owner until the Hirer has paid the replacement cost to the Owner. This is without prejudice to the Owners rights, shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the equipment during the continuance of the hire period, and in respect of all costs and charges in connection therewith whether arising under statute or common law.

### 9 **Insurance**

Where the equipment is hired solely for use by the Hirer's personnel the Hirer will pay to the Owner the replacement cost of any equipment which is lost or stolen, or damaged beyond economic repair. The Hirer is advised to insure the equipment on this basis. The Hirer will hold in trust for the Owner and pay to the Owner on demand all money the Hirer receives from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the equipment. The Hirer must not compromise any claim without the Owner's express consent.

### 10 **Notice of accidents**

Where the equipment is hired solely for use by the Hirer's personnel if the equipment is involved in any accident resulting in an injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office. In relation to a claim in respect of which the Hirer is not bound fully to indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

### 11 **Rehiring etc**

The equipment or any part thereof shall not be re-hired, sub let, or lent to any third party without the written permission of the Owner.

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## 12 Return of equipment for repairs

Where the said equipment is on hire along with the Owner's personnel then if during the period of hire the Owner decides that repairs to the equipment are necessary the Owner may arrange for such repairs to be carried out on site or at any location of the Owner's nomination. In that event the Owner shall be obliged to replace the equipment with similar equipment if available, the Owner (but without prejudice to any of the provisions of Clauses 5,8 and 16) paying all transport charges involved.

Where the equipment is hired solely for use by the Hirer's personnel then if during the period of hire the Hirer decides that repairs to the equipment are necessary the Hirer may arrange for such repairs to be carried out on site or at any location of Hirer's nomination. In that event the Owner shall be obliged to replace the equipment with similar equipment if available, the Hirer (but without prejudice to any of the provisions of Clauses 5,8 and 16) paying all transport charges involved.

## 13 Commencement and termination of hire and basis of charge

The hire period shall commence with the day when the equipment leaves the Owner's depot or place where last employed and shall continue to and include the day when the equipment is received back at the Owner's named depot or other agreed location evidenced by the Owner giving the Hirer a receipt for the return. The full daily/weekly rate will be charged on a daily/weekly basis irrespective of the hours/days worked as per attached schedule of rates and shall not be pro-rated.

## 14 Notice of termination of contract

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by return of the equipment to the Owner's depot. The Hirer's obligations shall continue until the equipment is returned to the Owner.

## 15 Payment

All invoices must be paid by the last day of the month following the month of invoice. If payment is not made when due, the Owner will be entitled to interest on the amount that is overdue at 8% above the prevailing base rate of the Bank of England calculated on a daily basis. This will be without prejudice to any other rights or remedies the Owner may have.

## 16 Transport

The Hirer shall pay the cost of and/or, arrange transport of, the equipment from the Owner's depot or other agreed location to the Hirer's site and return to named depot or other agreed location on completion of the hire period. This cost will be determined by location of depot or agreed location.