

Terms & Conditions of Hire

1. Definitions

- 1.1 The 'Owner' is Meterpark Ltd t/a Air Equipment.
1.2 The 'Hirer' is the Company, firm, person, Corporation or public authority taking the Owner's plant on hire and includes their successors or personal representatives.
1.3 'Conditions' means the Conditions of hire set out in this document and any special conditions agreed in writing by the owner.
1.4 'Plant' covers all classes of plant, machinery, equipment and accessories therefore which the Owner agrees to hire to the Hirer.
1.5 A 'day' shall be 8 hours for diesel driven equipment, and 10 hours for electrical driven equipment, unless otherwise specified in the Contract.
1.6 A 'week' shall be seven consecutive days.
1.7 A 'working week' covers the period from starting time on Monday to finishing time on Friday.
1.8 The hire period shall commence from the time when the plant leaves the Owner's depot or place where last employed and shall continue until the plant is received back at the Owner's named depot or equal.

2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
2.2 All contracts of hire made by the Owner shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
2.3 If any amendments to this terms and conditions are required it is preferable that they be confirmed in writing.
2.4 No conditions other than specifically set forth in the Offer and Acceptance and herein shall be deemed to be incorporated in or to form part of the Contract.
2.5 Acceptance of the plant on site implies acceptance of all terms and conditions herein unless otherwise agreed.
2.6 The Hirer shall be responsible for unloading and loading the plant at site.

3. Delivery

- 3.1 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Owner shall not be liable for any losses, costs, damages or expenses incurred by the Hirer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
3.2 Unless notification in writing to the contrary is received by the Owner from the Hirer, and within 48 hours of the plant being delivered to the site, the plant shall be deemed to be in good order, save for either an inherent fault or fault not ascertainable by reasonable examination, in accordance with the terms of the Contract and to the Hirer's satisfaction. The Hirer shall be responsible for its safekeeping, use in a proper manner within the Manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).
3.3 The Hirer shall when hiring plant take all reasonable steps to keep him acquainted with the state and condition of the plant. If such plant were continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.

4. Servicing and Inspection

- 4.1 The Hirer shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the plant to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

5. Breakdown, repairs and adjustments

- 5.1 When the plant is hired, any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Owner. Any claim for breakdown time will only be considered from the time and date of notification.
5.2 Full allowance will be made to the Hirer for any stoppage due to breakdown of plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination, or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.
5.3 The Hirer shall not repair the plant without the written authority of the Owner.
5.4 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 payment of hire at the appropriate idle time rate during the period the plant is necessarily idle due to such breakdown or damage. The Owner will be responsible for the cost of repairs to the plant involved in breakdowns from all other causes and will bear the cost of providing spare parts. The cost of this will be charged to the Hirer.

6. Other Stoppages

Each item of plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of plant working in conjunction therewith, provided that where two or more items of plant are hired together as a unit, such item shall be deemed a unit for the purpose of breakdown.

7. Consequential Losses

Save in respect of the Owner's liability if any under Clauses 5 and 7, the Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising through any cause beyond his control.

8. Hirer's Responsibility for Loss and Damage.

- 8.1 For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of Clauses 5 and 7 of this Agreement.
8.2 During the continuance of the hire period the Hirer shall subject to the provisions referred to in sub paragraph A) make good to the Owner all loss of or damage to the plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in Clause 7 herein, and 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 use of the plant and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss of, or damage to the plant, hire charges shall be continued at idle time rates until settlement has been effected.
8.3 Notwithstanding the above the Owner shall accept liability for damage, loss or injury due to, or arising:
I) Prior to delivery of any plant to the site of the Hirer where the plant is in transit by transport of the Owner or as otherwise arranged by the Owner.
II) After the plant has been removed from the site and is in transit on to the Owner by transport of the Owner or as otherwise arranged by the Owner.
8.4 It is the Hirer's responsibility to insure the equipment on hire to him to its full list price replacement cost.

9. Notice of Accidents

If the plant is involved in any accident resulting in 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 within 48 hours, and in respect of any claim not within the Hirer's agreement, for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

10. Re-hiring

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

11. Change of site

The plant shall not be moved from the site to which it was delivered or consigned without the authority of the Owner, such authority to be confirmed in writing.

12. Return of plant for repair

- 12.1 If during the hire period the Owner decided that urgent repairs to the plant are necessary he may arrange for such repairs to be carried out on site or at any location of his nomination. In that event the Owner shall be obliged to replace the plant with similar plant if available, the Owner paying all transport charges involved. In the event of the Owner being unable to replace the plant he shall be entitled to determine the Contract forthwith by giving written notice to the Hirer. If such determination occurs:
a) Within three months from the commencement of hire the Owner shall pay all transport charges involved, or,
b) More than three months but less than six months from the commencement of hire the Owner shall be liable only for the cost of re-loading and return transport.

13. Basis of charging

- 13.1 The Hirer shall render to the Owner for each working week an accurate statement of the number of hours the plant has worked. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the Hire Sheets.
13.2 Full allowance will be made for breakdown periods resulting from mechanical or electrical faults except where breakdown is due to the Hirer's misuse, misdirection or negligence.
13.3 Breakdown time shall be allowed for not exceeding 8 hours each day for diesel driven equipment, and 10 hours a day for electrically driven equipment, on Monday to Friday less the actual daily hours worked.



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13.4 Plant shall be hired out at 'per day' or 'per week' or 'per hour' for a minimum period. In the case of diesel driven compressors this is for 8 hours or for a week of 40 hours, in the case of electric drive equipment this is for 10 hours a day, or for a week of 50 hours, or such other period as may be mutually agreed between the Owner and the Hirer, in the case of plant hired 'per week' for a minimum period, odd days at the beginning and at the end of the hire period shall be charged pro rata.
13.5 Stoppages due to repairs will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be treated as breakdown time.

14. 'All-In' Rates

Where 'all-in' rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein.

15. Commencements and Termination of Hire (Transport of Plant).

15.1 The hire period shall commence from the time when the plant leaves the Owner's depot or place where last employed and shall continue until the plant is received back at the Owner's named depot or equal, but an allowance shall be made of not more than one day's hire charge each way for travelling time. If the plant were used on day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day be properly and unavoidably occupied in transporting the plant, a hire charge at idle time rates shall be payable for such extra time, provided that where the plant is hired for a total period of less than one week, the full hire rate shall be paid from the date of despatch to the date of return to Owner's named depot or equal.

15.2 An allowance of not more than one day's travelling time shall be allowed when the plant is travelling to a site other than that specified in the Contract provided that:

- i) Consent to such transfer has been given by the Owner under Clause 14, and,
- ii) The plant shall have been on the site specified in the Contract or on any other site to which consent to transfer has been given under Clause 14 for a period of at least 14 days.

15.3 Hire costs will continue to be accrued until an 'off-hire' number has been issued by us.

16. Notice of Termination of Contract

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by seven days' notice in writing given by either party to the other (except in cases where the plant has been lost or damaged). In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of the seven days' notice shall be chargeable at the idle time rates in lieu. Notice given by the Hirer to the Owner shall not be deemed to constitute compliance with the provisions of this Clause unless it is confirmed in writing.

17. Fuels, Oil and Grease.

Fuel, oil and grease, and, where appropriate, power source, when supplied by the Owner, will be charged, and when supplied by the Hirer, shall be of a grade or type specified by the Owner.

18. Transport

The Hirer shall pay the cost of and if required by the owner, arrange transport of, the plant from the Owner's depot or equal to the site and return to named depot or equal on completion of the hire period.

19. Government Regulations

The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including Regulations under the Factories Acts, Health and Safety at Work, Pressure systems legislation and all other appropriate regulations.

20. Protection of Owner's Rights.

20.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided under Clause 13 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs,

charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.
20.2 If the Hirer makes a default in punctual payment of all sums due to the Owner for hire of plant or other charges, or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the plant may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature), and it shall thereupon be lawful for the Owner to retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this Condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract or damages for breach thereof.

21. Changes in Normal Working Week

The foregoing provisions have been formed upon the basis of the Hirer working a 5-day week of 40 hours for diesel, and 50 hours a week for electric units; it is hereby agreed that in the event of
a) There being any change in the normal weekly hours in the industry in which the Hirer is engaged or
b) The Contract being made with reference to a 5 day week being worked by the Hirer (either of 40 hours or of such number of hours as may constitute the normal working week in the said industry).
Clauses 1(D) and (F), and 16(C) and (D) (in regard to breakdown allowance and reduction for statutory holidays) shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the 'Hire Rates and Terms' of plant hired for a minimum weekly or daily period shall be varied pro-rata.

22. Prices

22.1 The Price shall be that on the Hirer's current list price, website or if applicable the price contained in the Hirer's Quotation
22.2 Should a hire price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.
22.3 Payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
22.4 If you do not hold a credit account with Air Equipment payment for hire to be received before delivery.
22.5 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

23. Interest on Overdue Invoices

23.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 2% above National Westminster Bank PLC base lending rate for the time being in force per calendar month.

24. Complaints

24.1 If you have a complaint about our service or any goods or services you purchase from Air Equipment Ltd then please contact us immediately. You will be contacted as soon as possible and definitely within 24 hours of our hearing from you and aim to provide a resolution within 5 working days.

24.2 All complaints will be dealt with in a fair and confidential manner.

25. Misc.

25.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.
25.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.



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