

PAUL ROUGET AGGREGATES AND DEMOLITION LTD

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accounts@paulrouget.gg

SELF OPERATED PLANT HIRE

Order No.	Customer / Hirer	Site Address	It is the Hirers responsibility to check that the correct fuel is used and that oil levels are maintained. A cleaning charge will be made if the Plant / Equipment is returned in a dirty condition.
Transport by			
ROUGET/HIRER			

Hired Plant / Equipment				Hire start		Hire returned		CHARGEABLE ITEMS:
Plant ./ Equipment	Plant No.	Quantitv		Date	Time	Date	Time	
		Del.	Ret.					
								All machinery must be returned full of fuel. Cost to refill @£1.60/litre.
								Excessive cleaning (e.g. dried on cement) charged @ half day hire charge.
								ANY damage, including punctures.
								Hire Charges based on 5 day 40 hour week. Monday - Friday.
								PLEASE TELEPHONE WHEN HIRE HAS FINISHED

INSURANCE: It is the Hirer's responsibility to insure the Plant / Equipment for Loss, Theft, Public Liability Risk etc as per clause 6 of the Ts&Cs – please see overleaf.	Total Machine Hours	Customer is responsible for any damage to plant, checking fuel and oils, keeping clean & machine safekeeping. HIRER MUST INSURE PLANT FOR LOSS, THEFT, PUBLIC LIABILITY ETC as per clause 6 of the Ts&Cs OPERATORS MUST BE TRAINED & COMPETENT
	Hirer	

Damage Report Plant Out	Additional Comments	Extra	Delivery	
			Collection	
			Cleaning	
Damage Report Plant Return	Additional Comments	Fuel	Ltr. @£1.50	
			Damage/Charges	
			TOTAL	

Email accounts@paulrouget.gg

SELF OPERATED PLANT HIRE

DEFINITIONS :

- a. The "Owners" shall mean Paul Rouget Aggregates and Demolition Ltd and its successors or assigns.
- b. The "Hirer" shall mean the Company, Firm, Person, Corporation or Public Authority taking the Owner's Plant on hire and includes their successors or personal representatives.
- c. "Plant" covers all classes of plant machinery, equipment and accessories thereof which the Owner agrees to hire to the Hirer.
- d. "Day" shall consist of eight consecutive working hours.
- e. "Week" shall consist of five consecutive days.
- f. "Month" shall consist of four consecutive weeks.
- g. "Minimum rate" shall be the minimum period of hire consisting of eight consecutive hours at pro rata scale of charges.

EXTENT OF CONTRACT

1. The owner gives no warranty as to the state, quality or fitness of the plant and any warranty or condition as to the description repairs quality or fitness for any purpose other than the one given expressly herein is hereby excluded.
2. The Hirer's acceptance of the plant shall be conclusive that he has examined it and found it to be in good order and condition. The Hirer shall be responsible for its safe keeping use on a workmanlike way within the manufacturer's rated capacity and return on the completion of the hire in equal order.
3. The Hirer shall take all responsible steps to keep himself acquainted with the state and condition of the plant. If plant be 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 therefrom.
4. The Hirer shall be responsible for compliance with any regulations issued by the States or Parish Authorities in force at the time of hiring or at any other relevant time.
5. The Owner accepts no liability or responsibility for any consequential loss or damage to or arising from the breakdown or stoppage of the plant through any cause whatsoever. The Owner will take steps to ensure that any breakdown or stoppage is made good as soon as is reasonably possible or that a replacement item of plant of similar specifications be supplied if available at no additional charge to the Hirer under terms and conditions set out herewith.
6. During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the plant from whatever cause the same may arise other than through mechanical breakdown attributable to fair wear and tear which has not been accelerated by negligence, misuse or overstraining. The Hirer must insure the plant against all normal risks including loss, fire, theft and damage, (including any risk or liability required by Law or Ordinance in force at the time being) and the Hirer shall be entirely responsible to ensure that the plant is covered by the Hirer's own Public Liability and Employer's Liability insurance and will completely indemnify the Owner in respect of all costs and charges in connection with whether arising from statute or common law. The Hirer shall further ensure that the plant is driven only by persons who are trained and competent and holding the correct licence as appropriate.
7. No claims will be admitted for stoppage through causes outside the Owner's control or in the event of a strike, lockout, fire, breakdown or any other unforeseen cause of delay.
8. Where a period of hire is indeterminate or having been defined becomes indeterminate, the Contract shall be determinate by seven day's notice in writing given by either party to the other. In the event of the hirer desiring to terminate the Contract and failing to give such notice, hire for the period of seven day' notice shall be chargeable.
9. The plant on hire remains the property of the Owner and the Hirer shall not re-hire, sell, pledge, part with possession or otherwise deal with the plant and shall protect the same against distress, execution of seizure and shall indemnify the Owner against all losses, damage, cost and expenses that may be occasioned by any failure to observe and perform this condition.
10. Should the Hirer permit or allow the plant to be operated by a negligent, inexperienced, incapable or reckless operator or knowingly uses the plant in unsuitable conditions or for work for which it was not so designed thus placing the plant at risk the Contract will become null and void and the Hirer will become liable for all costs, expenses and loss of hire to the Owner and the Owner may retake possession of the plant immediately. If the Hirer shall make 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 herein contained or if the Hirer shall suffer any distress or execution to be levied against him or to 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 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 in jeopardy the hire 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 like nature) and it shall thereupon be lawful for the Owner to immediately retake possession of the said plant and for that purpose to 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 moneys due to the Owner or damages or breach of the said terms and conditions.

11. The Owner will provide at his own expense all proper servicing and maintenance of the plant and the Hirer shall at all reasonable times allow the Owner, his agents or persons authorised by it to have access to the plant to inspect and test the same. The Hirers shall not or permit repair or attempt to repair the plant unless specifically authorised by the Owner but shall forthwith notify the Owner of any breakdown or requirement for repair. The Hirer shall be responsible for all expenses involved arising from any breakdown and all losses or damage incurred by the Owner other than exclusions already stated in Clause 6 above and shall return all plant requiring repair to the Owner at the Hirer's expense. The Hirer shall be liable for all damages and expenses incurred in repairing or replacing any tyres forming part of the plant caused by cuts, rips, tears, blowouts, punctures or maltreatment whatever the cause.
12. The Owner may affix its plate or mark on the plant indicating that it is his property and the Hirer shall not remove, deface or cover up the same.
13. A deposit is to be paid where there is no ledger account of the Hirer with the Owner. Such deposit shall be held as security against the return of the plant and unless the Owner agrees no part of the deposit will be available to satisfy the hire charges which must be paid monthly. At the termination of the hire the deposit will be refunded by the Owner. Hirer's are required to obtain a printed receipt for the amount deposited as no deposit will be refunded or mistakes afterwards rectified except on production of such a receipt. The Owner reserves the right of applying the deposit towards or in payment of any unliquidated balance that may be due to the Owner on any account from the Hirer.
14. All plant must be taken from and returned to the premises of the Owner at the expense of the Hirer. When plant is returned to the Owner the hiring note must be brought with it. Without such a note no deposit will be refunded. All deficiencies or damage to the plant will be charged for together with the hire of the plant up to and including the day on which such deficiency has been ascertained. Hire periods commence from the day the goods leave the Owners possession. In calculating hire charges the day of hiring and the day of return shall be counted as two separate days. Plant must be returned during business hours that is to say 8.00am to 5.00pm. excluding Saturdays and Sundays. A receipt must be obtained for all plant returned. The Owner will cause a full inspection of the plant to be made within two working days thereafter notify to the Hirer any claims for damages. His charges will accrue from week to week subject only to the operation of the minimum hire period where appropriate and the hiring shall continue until, the plant is returned to the Owner as aforesaid and subject to the provisions for termination of the Contract.
15. The Hirer must provide labour and facilities as necessary for off loading and loading required other than at the premises of the Owner.
16. Every wheeled or tracked Excavator will be supplied with one digging bucket of a size requested by the Hirer (as and when available) at the commencement of the hire. All other size buckets will be supplied if needed at an extra cost to the Hirer.
17. The Hirer shall not permit the Owner's plant to be parked, operated or worked on beaches, water's edge or harbour bottom or anywhere else below the maximum high water mark unless permission is first obtained in writing from the Owner.