

CPA

THE CONSTRUCTION PLANT-HIRE ASSOCIATION HIRE CONTRACT TERMS FOR CONSUMERS

IMPORTANT SAFETY WARNING

Before using any equipment provided by us, we would draw your attention to the following points:

1. You must ensure that all users of the equipment, in particular electrical equipment have been instructed in the safe use and operation of the equipment and that such use is in accordance with any relevant operating and safety instructions supplied with the equipment.
2. You must ensure that all electrical equipment is connected to the correct supply via suitable plugs or sockets. Where a temporary change in plugs or sockets is required, this must be carried out by a competent person who must also re-instate the equipment to its original condition. You must also ensure that all electrical equipment is correctly earthed and insulated.
3. You must ensure that all liquid fuels and compressed gases supplied for use with the equipment are transported, stored and used in a safe manner in accordance with any safety instructions supplied with the equipment or as instructed by us.

AS WE MAKE ALL REASONABLE EFFORTS TO INSTRUCT YOU IN THE SAFE USE OF THE EQUIPMENT, WE CANNOT ACCEPT ANY RESPONSIBILITY FOR ANY DAMAGE/INJURY CAUSED BY YOUR FAILURE TO COMPLY WITH OPERATING AND SAFETY INSTRUCTIONS SUPPLIED TO YOU. AS SUCH, YOU MUST ENSURE THAT YOU ARE PROPERLY COVERED

BY INSURANCE FOR ANY RISKS INVOLVED IN THE USE OF THE EQUIPMENT SUCH AS PERSONAL INJURY OR DEATH TO USERS OF THE EQUIPMENT.

THIS SAFETY WARNING DOES NOT IN ANY WAY ATTEMPT TO EXCLUDE OR LIMIT OUR LIABILITY OR LIMIT OUR LIABILITY TO YOU IN THE EVENT OF EITHER DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, BREACH OF CONTRACT OR OTHER DEFAULT.

NOTE TO OWNERS OF EQUIPMENT:

The CPA Hire Contract Terms for Consumers are intended to apply to the hiring of plant and equipment supplied without an operator to individual consumers not acting in the course of any business. All these terms have been drawn up by the CPA and are recommended to CPA members and customers as a comprehensive, fair and properly integrated set of hire terms appropriate to this type of equipment.

The CPA Hire Contract Terms for Consumers have been written with the object of providing a fair and equitable basis of contract between equipment owners and their customers and have been drafted with the Unfair Terms in Consumer Contracts Regulations 1999 in mind. Both the equipment owner and the customer should ensure that they are adequately covered by insurance against the risks involved in the hire of any equipment under these Terms.

CPA HIRE CONTRACT TERMS FOR CONSUMERS

1. MAXIMUM PERIOD OF HIRE:

You are not allowed to hire the equipment for more than three calendar months.

2. NON-BUSINESS HIRE

You are not allowed to hire the equipment for any use other than private domestic use.

3. DELIVERY IN GOOD ORDER

- (a) We will ensure that the equipment hired to you is in good working order and fit for the purpose for which equipment of that kind is normally used.
- (b) However, you must also check the equipment at the commencement of the hire and tell us of any obvious faults or defects that you notice.
- (c) If you find that the equipment is faulty or defective during the first 24 hours of hire you should let us know Straightaway. If you return it to us, we will replace the equipment and we will not charge you for the hire of the equipment if you have not been able to use it during the first 24 hours of the hire.

- (d) If you let us know of a fault or defect in the equipment after the first 24 hours of hire, we will replace the equipment but we reserve the right to charge you a reasonable amount for the time that you have had the equipment, depending on how much you have been able to use it.

4. TRANSPORTATION, LOADING AND UNLOADING.

- (a) Unless we agree to deliver and collect the equipment to you, you will be responsible for collecting the equipment from our premises and for delivering the equipment back to our premises.
- (b) Where you transport the equipment yourself, you will be responsible for loading at the time of collection from our premises and for unloading at the time of delivering the equipment back to our premises.
- (c) If one of our employees helps you in the loading or unloading of equipment you must tell him what you want him to do and how you want him to help. If the equipment is damaged whilst being loaded or unloaded, you will be responsible for the damage unless the damage is caused by our employee's negligence.
- (d) If you would like us to deliver the equipment to your premises, we will provide this service at a reasonable cost, which we will confirm to you when you ask us to deliver it.

5. UNAUTHORISED CHANGE OF SITE.

You are only allowed to use the equipment at the place to which we deliver it or, if the equipment is collected by you, at the place specified by you. If you want to use the equipment at any other place you must first get from us written confirmation that we allow you to do so.

6. UNAUTHORISED RE-HIRING OF EQUIPMENT

You are not allowed to re-hire, sublet, or lend any of the equipment to any third party unless you first get from us written confirmation that we allow you to do so.

7. CONDITION OF EQUIPMENT

(a) You must check the state and condition of the equipment at reasonable intervals during the hire of equipment to ensure that it remains safe, serviceable and clean. We will not check the equipment during the hire unless you bring it back to use to do so.

(b) You must not use (or permit the use of) the equipment of any purpose beyond its capacity or in a manner likely to result in excessive wear.

(c) You must carefully read any relevant operating and safety instructions supplied with the equipment and you must only use (or permit the use of) the equipment in accordance with the operating and safety instructions supplied with the equipment.

(d) Other than changing plugs and sockets if necessary, you must not make alterations or modifications to the equipment.

8. INSURANCE/LOSS OR DAMAGE TO THE EQUIPMENT.

(a) When you hire the equipment you will be offered the option of insuring the equipment against loss, theft or damage. The cost of taking out insurance will be a reasonable sum that shall be added to the cost of hire of the equipment. Where you do not wish to take out insurance offered to you by us, we will make a note of such refusal for our records.

(b) Whether or not you take out the option of insuring the equipment, you are under an obligation

to take all-reasonable care of the equipment. For example, you must store the equipment in a safe and secure place when it is not in use.

(c) You will not be liable to pay us for any loss, theft or damage to the equipment where you have made all reasonable efforts to take care of the equipment.

(d) Where the equipment is lost, stolen or damaged because you have failed to properly secure and/or keep the equipment safely, we may not be able to claim any compensation under our insurance policy and for this reason you may have to pay us the cost of the equipment at its current value which shall be reasonably assessed.

(e) You will not be liable to pay us for any damage to the equipment where such damage arises due to the poor quality of any equipment hired to you.

(f) Where the equipment is lost, stolen or irreparably damaged, you must notify us immediately in order that we can notify our insurers. Until you have notified us that you are no longer able to use the equipment, we will assume that you are using it and you will be liable to pay all hire charges until the date of notification.

(g) Where the equipment is lost, stolen or irreparably damaged, you must provide us and our insurers with all reasonable assistance when so requested. For example, you must notify the police if the equipment is stolen.

9. FITTING OF ACCESSORIES

(a) When the equipment requires the fitting or re-fitting of any accessories (such as drills, wheels, discs, and blades etc), it is your responsibility to ensure that any such accessory is correctly fitted or re-fitted in accordance with any relevant operating and safety instructions that you are given.

(b) If any injury or damage to persons or property or to the equipment arises because you have incorrectly fitted or re-fitted any accessory, you will be responsible for that injury or damage (unless we have been negligent in any way). The only exception to this is where the injury/damage occurs as a result of a fault or defect in the equipment which you were not aware of.

10. ACCESS BY US FOR SERVICING AND INSPECTION OF EQUIPMENT.

You must allow us to have access to the equipment at any reasonable time to inspect, test, adjust, repair, or replace the equipment as necessary.

11. BREAKDOWN OF EQUIPMENT

a. You must inform us straight away of any breakdown or unsatisfactory working of the equipment. Please return the broken down equipment as soon as possible and we will do our best to repair it or exchange it for another piece of equipment.

b. We will not charge you for the hire of the equipment during the period that it is broken down. It is therefore important that you let us know as soon as the breakdown occurs.

c. In the case of wheeled equipment, you will be responsible for any punctures and their repair and no refund of hire charges will be made by us in respect of stoppages caused by punctures.

d. Except for the repair of punctures, you should not repair or attempt to repair the equipment unless authorised to do so by us.

e. Where equipment has broken down and is not readily repairable, we will substitute equipment of a similar type. If no suitable substitute equipment is available immediately, we will suggest alternative dates when you can hire the substitute equipment. If the suggested replacement or the suggested alternative dates are not satisfactory to you, you can terminate the hire and claim for a refund for the period during which you did not make use of the equipment.

12. NOTIFICATION OF ACCIDENTS

You must notify us immediately if there is any accident involving the equipment which results in damage to the equipment or to other property or injury to any person.

13. LIABILITY

(a) If either you or we are in breach of the arrangements under this Agreement, neither of us will be responsible for any losses that the other suffers as a result except those losses which are a foreseeable consequence of the breach.

(b) The amount that we charge you for the hire of the equipment assumes that you are using the equipment for domestic purposes and not for business purposes. For this reason, if we are in breach of this Agreement and you want to make a claim against us, we will not accept any claims, which relate to business expenses or losses. For example, we will not accept any claims for loss of profit.

(c) If a third party claims from us for any loss or damage that the equipment causes him, then you must meet all the costs of such a claim if it results from your breach of the arrangements under this Agreement. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence or breach of contract.

14. TERMINATION OF HIRE

(a) You can bring the hire of the equipment to an end at any time by returning it to us.

(b) During the fixed period of hire of the equipment, we will not ask you to return it before the end of the fixed period (unless you are in default). Once the fixed period has expired you must return the equipment to us in accordance with times given in Term 16 below.

© If you have not paid any hire charges when you are supposed to or if you are not acting in accordance with this Agreement, then we may write to you and bring the hire to an immediate end. We can take the equipment back from you in these circumstances.

15. RETURN OF EQUIPMENT

(a) You must return the equipment to us in the same condition as when we supplied it to you although you will not be responsible for reasonable wear and tear which may occur during the hire period.

(b) You must clean the equipment before you return it to

us. If you have not made a reasonable attempt to clean the equipment, we will be allowed to charge you for the cleaning and restoration of the equipment to enable it to be hired to someone else in a fit and proper condition.

16. PAYMENT OF HIRE CHARGES.

(a) The equipment is hired by the day, by the week, by the working week, by the month or the weekend. If you do not return the equipment to us by the times set out below then we will be entitled to charge you for a day's (or days') further hire.

The latest times by which the equipment must be returned are as follows:-

Equipment hired for
A day. must be returned within
24 hours

Equipment hired for
A week must be returned by
3.30pm on the seventh
consecutive day (so if you
hire it on Wednesday it
must be returned by
3.30pm Tuesday)

Equipment hired for
A working week must be returned by
3.30pm on Friday

Equipment hire for
A Weekend must be returned by
8.30am on Monday

Equipment hired for
A month must be returned by
3.30pm on the last day
of the calendar month
(so if you hire it on the
15th of the month you
must return it by 3.30pm
on the 14th of the next
month).

(b) You have to pay hire charges for each day that you hire the equipment, including Saturday, Sunday and Public Holidays.

(c) Hire charges are normally due at the beginning and/or at the end of the hire. We will let you know when you must pay the hire charges at the time you hire the equipment.

17. CONSUMABLE ITEMS

(a) We will supply fuel, oil and grease to you if you ask us to do so. We will make a charge for fuel, oil and grease which we supply. You may buy your own fuel, oil and grease but you must use the grade and type we specify.

(b) You will be responsible for the cost of re-sharpening drills, cutting edges and other tools.

(c) If we supply you with any consumable items or ear and eye protectors for use with the equipment, these are sold to you and you must pay for them. at our discretion, we will refund the price of any such items that are returned to us in a suitable condition for taking back into stock.

18. OUR NAMEPLATES

You must not remove, deface or cover up any nameplates or identification mark or number on the equipment, nor put any mark on the equipment which might indicate or suggest that the equipment belongs to you.

19. DISPOSAL OF EQUIPMENT

You must not sell the equipment or let anyone else use it, except under your supervision.

20. DEPOSITS

We may ask you to pay a reasonable deposit based on the value of the equipment you hire. We will keep the deposit until the end of the equipment hire but the deposit will be returned to you if the equipment is returned in the same conditions as it was when hired to you (fair wear and tear Accepted). However, when we repay the deposit we will be allowed to deduct from it any money you owe us.