

# TERMS AND CONDITIONS OF HIRE



## THE HIRER SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION.

In the following conditions, Dorset Generator Hire, their sub-Contractors and Agents, are referred to as 'DGH'.

1. **CONDITIONS.** DGH will submit a written quotation which the Hirer shall accept in writing; the absence of such written quotation of acceptance, however, shall not invalidate the contract, and all work quoted for the undertaken by, or goods hired from DGH shall be subject to these terms and conditions and the Hirer by authorising or allowing work to proceed or goods to be delivered, is deemed to have confirmed the contract and to have accepted these terms and conditions.

2. **PERIOD OF HIRE.** The period of hire is understood to mean a period of which the generators, space heaters or electrical equipment is required to be ready for use.

3. **SITE.** The hire charges are based on the assumption that the site is flat, level, firm ground with easy access for motor transport, with safe storage facilities for equipment hired overnight. The hire charges do not include any making good or repair of damage to site. Special rates will be chargeable for the hire of equipment on sites not conforming to the above requirements, or for delivery of goods other than on ground level. The hirer shall provide the contractor with a plan (or photograph) showing the position in which the equipment is to be placed or shall have a representative on site for that purpose, and in the absence of both the contractor, having placed the equipment where he thinks fit, shall be deemed to have completed the contract.

4. **HIRE CHARGES.** DGH reserves the right to vary the quoted hire charges in the event of any increase taking place before, or during, the period of hire in the cost of labour, materials or transport.

5. **PAYMENT.** All Hire charges are payable in full 21 days prior to delivery or strictly Nett Cash on delivery date unless otherwise agreed at the time a contract is made. DGH reserves the right to charge a deposit to cover part or the whole of the value of the property and equipment hired. No receipt will be recognised unless on the DGH official form. An agreed deposit will secure the Hire Order and confirmation will be issued to this nature.

6. **LOSS OR DAMAGE.** The Hirer will be responsible and will indemnify DGH against any loss or damage whatsoever the cause. The Hirer will remain responsible and indemnify DGH against any damage or loss caused by or contributed to as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the hired equipment by the Hirer. The Hirer accepts full liability to DGH for the loss or any damage to the hire equipment for the duration of the hire contract.

7. **LIABILITY TO THIRD PARTIES.** DGH will not be responsible for, and the Hirer will indemnify DGH against all claims for injury to persons or loss of, or damage to, property, howsoever caused unless proof be provided that such injury or damage was caused by faulty materials or workmanship or negligence on the part of DGH.

8. **DELIVERY AND COLLECTION.** DGH shall use reasonable effort to deliver the equipment to the agreed delivery location(s) at the agreed time, on the date or within the period specified on the hire order. If DGH is unable to deliver or collect equipment on arrival at the location(s) on the due date, additional delivery or collection charges may apply.

9. **OPERATING EQUIPMENT.** DGH will provide instructions for operating the equipment and the cost thereof is included in the hire charges.

10. **EQUIPMENT PERFORMANCE FAILURE.** If DGH fails to supply the equipment or services as agreed (or any part thereof) and the failure was not caused by the Hirer and/or the Hirer's failure to comply with its obligations and restrictions under this Contract, (a) the Hirer shall be entitled to DGH re-supplying the relevant equipment or services at no additional charge or (b) DGH repay or credit that part of the charges paid by the Hirer relating to the relevant equipment or services that DGH has failed to supply. If the performance failure is due to faulty equipment not supplied by DGH, then DGH reserves the right to charge for any damage sustained to the hire equipment and/or any call out charges to rectify the failure.

11. **ATTENDANCE.** The hire charges do not include attendance at the event by any employees of DGH, except during the actual process of positioning and setting up equipment.

12. **FORCE MAJEURE.** While every effort will be made by DGH to carry out any order accepted, the full performance of it is subject to variation or cancellation by DGH consequent upon act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of DGH. In the event of frustration of the contract due to any of the above causes the contract shall be deemed to be complete and on DGH giving notice to that effect the Hirer shall be liable to indemnify DGH and pay them a sum equivalent to the aggregate of the costs incurred by DGH in labour and materials sub-contracts and incidentals up to the date of the notice, plus 10%.

13. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** If the Hirer cancels the booking within 3 weeks of the hire date the Hirer will be liable for the full amount of the hire charge. If the Hirer cancels before 3 weeks of the hire date, the deposit charge will be forfeited. In exceptional circumstances this amount may be varied at DGH discretion.

**I accept your quotation as provided.**

**I have read and retained a copy of your Terms and Conditions of contract to which I agree.**