



CONDITIONS OF HIRE

Please read this document carefully and sign as indicated:

1. The Hirer undertakes to accept full responsibility for loss or damage to the equipment on hire arising from the Hirer's negligent act or omission or the act or omission of those for whom the Hirer is responsible, fair wear and tear accepted and shall also fully and completely indemnify Phoenix Weights Ltd in respect of all cost and charges in connection therewith, whether arising under statute or common law.
2. The Hirer shall notify Phoenix Weights Ltd immediately of any loss or damage to the plant.
3. The Hirer shall cover by insurance the indemnity given to Phoenix Weights Ltd in clause one, unless other arrangements have been made prior to commencement of hire.
4. The equipment shall be deemed on hire until terminated by the Hirer and will be deemed off hire when returned to the appointed premises.
5. It is a condition of the hire that, in the event of an account not being paid within the two calendar months of the last day of the month shown on the invoice, a surcharge of 2.5% per month may, at the discretion of Phoenix Weights Ltd, be applied to the account.
6. Copies of Test Certificates (where applicable) are available for items.
7. All deliveries and collections made by Phoenix Weights Ltd will be charged at cost plus 10%.
8. The Hirer will be responsible for compliance of all laws and regulations applicable to the plant and to the work being performed, including the Factory Act and construction Regulations.
9. All prices quoted are subject to Value Added Tax
10. All equipment is hired on a daily basis. Charges are made using 7 days to the week until the equipment is returned.
11. The Hirer will be responsible to Phoenix Weights Ltd for full replacement cost of items lost and also full repair cost on items damaged unless otherwise arranged.

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12. The Hirer will use the plant in a skilful and careful manner and where applicable will not subject to loads beyond the capacity of its safe working load and will throughout the hiring period keep it in good repair, condition and secure from theft and wilful damage
13. Phoenix Weights Ltd exercise every care to ensure that the plant being used is in a sound condition but give no guarantee in respect thereof and the Hirer will exempt the Owner from all liability for negligence arising from or incidental to the hiring of the said plant and form breach of any implied guarantees. Phoenix Weights Ltd, will however assist the Hirer should they decide to conduct a third party inspection of the plant at their premises prior to delivery.
14. The Hirer irrevocably agrees to propagate the non-exclusive jurisdiction of the Scottish Courts. The contract and the rights and obligations arising there from between Owner and Hirer shall be determined and construed according to Scots Law, which shall rule the contract.

These conditions are subject to our General Business Terms that are available on request. Acceptance of the plant implies acceptance of these rates, terms and conditions.

I agree to comply with the conditions of hire:

Signature: _____

Name (Print Name): _____

Company: _____

Position: _____

Date: _____