

Snelling Business Systems Ltd – Hire Terms and Conditions

1. INTERPRETATION
 - 1.1. In these conditions the following words have the following meanings:
 - *"Associated Company" means any group company or company that is a subsidiary company of either party from time to time and "subsidiary" shall have the meaning set out in Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989;
 - *"Charges" means our current hire charges from time to time including any charges for the Services during the Hire Period and/or any charges for the sale of the Products (as appropriate);
 - *"Contract" means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the Equipment, the provision of the Services and/or the sale of Products;
 - *"Contract" means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the Equipment, the provision of the Services and/or the sale of Products;
 - *"Deposit" means any advance payment required by us in relation to cash hires for the Equipment which is to be held as security by us;
 - *"Equipment" means the equipment detailed in the Order together with any accessories hired by you as specified in a Contract;
 - *"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
 - *"Hire Period" means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events (i) you return the Equipment to our possession; or (ii) we repossess or collect the Equipment;
 - *"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;
 - *"Order" means the purchase order containing the details of the Contract;
 - *"Products" means the products sold by us to you;
 - *"Services" means the services and/or work (if any) to be performed by us for you in conjunction with the hire of Equipment, including any delivery and/or collection services for the Equipment;
 - *"we/our/sour" means the Snelling Business Systems Ltd company detailed in the Order and will include its employees, servants, agents and/or duly authorised representatives;
 - *"you" means the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products.
2. BASIS OF CONTRACT
 - 2.1. The conditions do not affect any of your statutory rights where you are a person dealing as consumer, not for business purposes. Any section which would otherwise exclude or restrict your rights as a consumer will, to that extent have no force or effect. PLEASE ALSO SEE SECTION 13.1
 - 2.2. These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the hire of Equipment, provision of the Services and sale of the Products takes place. All other terms, conditions and other representations are excluded from the Contracts between you and us including any terms and conditions which you may purport to apply under any Contract and these terms and conditions shall prevail.
 - 2.3. Our employees or agents are not authorised to make any representations concerning the Equipment and/or Products unless confirmed in writing and any advice or recommendation given by us to you as to the storage, application or use of the Equipment and/or Products which is not contained in writing is followed at your own risk.
 - 2.4. We reserve the right to provide Equipment and/or Products similar or comparable to that ordered by you.
 - 2.5. The Contract shall become binding when we have acknowledged the order to you either verbally or in writing as appropriate. These conditions shall be applicable to all repeat orders made by you unless we notify you otherwise.
 - 2.6. The Equipment is hired subject to it being available for hire at the time you request it. We will not be liable for any loss suffered by you as a result of the Equipment being unavailable for hire.
 - 2.7. You shall obtain and comply with all permissions, consents and licences required for the Equipment under any statute, regulation or bylaw.
3. PAYMENT
 - 3.1. The amount of any Deposit and Charges are detailed in the Order and are based on our current price list from time to time.
 - 3.2. Where a Deposit is required for the Equipment it must be paid before you hire the Equipment.
 - 3.3. You shall pay the Charges from the date specified in the Order and will continue paying the Charges during the Hire Period until (i) we have given you a collection or off-hire number; (ii) you have returned the Equipment to us or we have collected the Equipment within a reasonable period after the issue of the off-hire number, being not less than 1 working day, and the Equipment is in a clean and serviceable condition and we have given you a receipt. All time during the Hire Period is chargeable and the Charges may be payable on Saturdays, Sundays and Bank Holidays (as appropriate).
 - 3.4. If we are unable to collect the Equipment for any reason whatsoever after an off-hire number has been issued, we will provide an amendment form to be signed by you to extend the Contract and the Charges shall continue to be payable in accordance with the Contract. Any signature provided by your employees, agents, or representatives shall be deemed to be an authorised signature for and on your behalf for the purpose of the Contract.
 - 3.5. Where a credit account has not been granted, payment of the Charges shall be with your order for the Equipment or purchase of the Products. Otherwise, payment of any Charges due under this Contract shall be made in full and cleared funds by the end of the following month from the month in which you receive a receipt. All time during the Hire Period is chargeable and the Charges may be payable on Saturdays, Sundays and Bank Holidays (as appropriate).
 - 3.6. All Charges are, unless otherwise stated, exclusive of any applicable VAT.
 - 3.7. Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
 - 3.8. Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
 - 3.9. You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
 - 3.10. We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the Contract for hire of the Equipment and/or the provision of Services if allowing it to continue would result in you exceeding your credit limit or you have already exceeded the credit limit.
4. RISK, OWNERSHIP AND INSURANCE
 - 4.1. Risk in the Equipment and/or Products will pass to you immediately when the Equipment leaves our physical possession or control.
 - 4.2. Risk in the Equipment and/or Products will pass back to us from you if you return the Equipment to our physical possession.
 - 4.3. Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment except that it is hired to you.
 - 4.4. Ownership of any Products remains with us until all monies payable by you (or any of your Associated Companies) under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies) have been paid in full and cleared funds.
 - 4.5. You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.
5. DELIVERY, COLLECTION AND SERVICES
 - 5.1. You shall collect the Equipment from us and return it to us at the end of the Hire Period. If we agree to deliver or collect the Equipment to and/or from you, we will charge our standard delivery cost from time to time.
 - 5.2. Where we provide the Services the persons performing the Services are your responsibility. You shall be solely responsible for any damage which occurs as a result of such persons following your instructions during the Hire Period, except to the extent that the persons performing the Services are negligent.
 - 5.3. You will allow and/or procure sufficient access to and from the relevant site and procure sufficient loading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.
 - 5.4. You shall provide suitable access route for delivery and collection of the Equipment with unrestricted entry and approach and supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the Equipment to rest on.
 - 5.5. You shall pay for any lifting or special apparatus required for the siting of the Equipment.
 - 5.6. If any Services are delayed or cancelled due to your failure to comply with your obligations under the Contract, you will be liable to pay additional standard charges from time to time for such delay, postponement and/or cancellation except where the delay is due to Force Majeure.
6. CARE OF EQUIPMENT
 - 6.1. You shall:
 - 6.1.1. not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them;
 - 6.1.2. take reasonable care of the Equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you; notify us immediately and in any event within 24 hours after any breakdown, loss and/or damage to the Equipment or of any accident resulting in death, personal injury or damage to property;
 - 6.1.4. take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;
 - 6.1.5. notify us of any change of your address and upon our request provide details of the location of the Equipment;
 - 6.1.6. permit us at all reasonable times to inspect the Equipment including granting access to any property where the Equipment is situated;
 - 6.1.7. keep the Equipment at all times in your possession and control and not to remove the Equipment from the United Kingdom without our prior written consent;
 - 6.1.8. be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions, except to the extent that we have agreed to provide them as part of any Services;
 - 6.1.9. not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Equipment;
 - 6.1.10. not continue to use Equipment where it has been damaged;
 - 6.1.11. where the Equipment requires fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified and competent person.
 - 6.2. You must return the Equipment in good working order and condition (fair wear and tear excepted) in a clean condition together with all insurance policies, licences, registration and other documents relating to the Equipment.
 - 6.3. It is your responsibility to check the calibration of the Equipment on each occasion before use. Final determination of the suitability of the Equipment for your specific use is your responsibility and you must assume all risk and liability in this regard.
7. BREAKDOWN
 - 7.1. Allowance will be made in relation to the Charges for any non-use of the Equipment due to breakdown caused by the development of an inherent fault and/or fair wear and tear provided that you inform us as soon as practicable of the breakdown.
 - 7.2. You shall be responsible for all expenses, loss (including loss of Charges) and/or damage suffered by us arising from any breakdown of the Equipment due to your negligence, misdirection and/or misuse of the Equipment.
 - 7.3. We will, at our own cost, carry out all routine maintenance and repairs to the Equipment during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Equipment.
 - 7.4. You will be responsible for the cost of all repairs necessary to Equipment during the Hire Period which arise otherwise than under Section 7.3 above.
- 7.5. You must not repair or attempt to repair the Equipment without our prior written consent.
8. LOSS OR DAMAGE TO THE HIRED GOODS
 - 8.1. If the Equipment is returned in damaged, unclean and/or defective state (except where due to fair wear and tear and/or an inherent fault in the Equipment) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire. You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to us under any policy or insurance taken out under the Contract.
 - 8.2. You shall pay the Charges for the Equipment up to and including the date you notify us that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Equipment, you shall pay, as a genuine pre-estimate of loss, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible using the monies paid under Section 8.2.
9. TERMINATION BY NOTICE
 - 9.1. If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither party shall be entitled to terminate the Contract before the expiry of the fixed period unless by agreement.
 - 9.2. If the Hire Period does not have a fixed duration either party may terminate the Contract upon giving to the other party any agreed period of notice.
10. DEFAULT
 - 10.1. If you:
 - 10.1.1. fail to make any payment to us when due; or
 - 10.1.2. breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 10.1.3. persistently breach the terms of the Contract;
 - 10.1.4. provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 10.1.5. pledge, charge or create any form of security over any Equipment;
 - 10.1.6. cease or threaten to cease to carry on business;
 - 10.1.7. being an individual or partnership, have a bankruptcy petition presented against you or compound with or come to an arrangement with your creditors; or suffer any similar action in any jurisdiction;
 - 10.1.8. being a company, enter into voluntary or compulsory liquidation, have an administrator or administrative receiver appointed over you or any of your assets, any such attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction;
 - 10.1.9. have circumstances in which we reasonably believe that any of the events mentioned in Sections 10.1.7 or 10.1.8 above is about to occur and we notify you of this belief;
 - 10.1.10. appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract;
 - 10.1.11. appear reasonably to us to be about to suffer any of the above events;
 - 10.1.12. we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 10.2 below.
 - 10.2. If any of the events set out in Section 10.1 above occurs in relation to you then:
 - 10.2.1. we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where the Equipment and/or Products may be and repossess any Equipment and/or Products;
 - 10.2.2. we may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies);
 - 10.2.3. we may immediately cancel or suspend any and/or suspend without Liability to you the Contract and/or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies);
 - 10.2.4. any credit period in relation to payment of the Charges shall be accelerated and all sums, all monies owed by you (or any of your Associated Companies) to us (or any of our Associated Companies) under this Contract or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) shall immediately become due and payable.
 - 10.3. Any repossession of the Equipment and/or Products shall not affect our right to recover from you (or any of your Associated Companies) any monies due under the Contract or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) and/or any damages in respect of any breach which occurred prior to repossession of the Equipment and/or Products.
 - 10.4. Upon termination of the Contract you shall immediately:
 - 10.4.1. at your expense, return the Equipment to us or make the Equipment available for us to collect; and
 - 10.4.2. pay to us (or any of our Associated Companies), in full and cleared funds, all outstanding Charges and/or any other sums payable under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies).
11. LIMITATION OF LIABILITY
 - 11.1. All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
 - 11.2. If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.
 - 11.3. Any defective Equipment and/or Products must be returned to us at your expense for inspection before we have any Liability for defective Equipment and/or Products.
 - 11.4. We shall have no Liability to you if any Charges or monies due in respect of the Equipment, the Services and/or the Products have not been paid in full and cleared funds by the due date for payment.
 - 11.5. We shall have no Liability resulting from or arising out of your continued use of defective Equipment and/or Products after a defect has become apparent or suspected or should reasonably have become apparent to you.
 - 11.6. We shall have no Liability to you to the extent that you are covered by any policy of insurance arranged as a result of the Contract and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
 - 11.7. We shall have no Liability to you for:-
 - 11.7.1. losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for:
 - (a) loss of revenue;
 - (b) loss of profit;
 - (c) loss of anticipated saving;
 - (d) loss of goodwill; or
 - (e) loss of reputation;
 - 11.7.2. economic and/or other similar losses;
 - 11.7.3. special damages, indirect losses and/or consequential losses; and/or
 - 11.7.4. any loss or damage to your business, contracts and/or opportunity.
 - 11.8. Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract. To the extent that any of our Liability to you would be met by your insurance then our Liability shall be extended to the extent that such Liability is met by such insurance.
 - 11.9. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
 - 11.9.1. Liability for breach of contract;
 - 11.9.2. Liability in tort (including negligence); and
 - 11.9.3. Liability for breach of contract under common law duty; except Section 11.8 above which shall apply only once in respect of all the bases of Liability under this Section 11.9.
 - 11.10. Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
12. GENERAL
 - 12.1. Upon termination of the Contract the provisions of Sections 3.3, 3.8, 3.9, 8.1, 8.2, 8.3 and Section 6 shall continue in full force and effect.
 - 12.2. The hiring of each piece of Equipment in the relevant Hire Period shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.
 - 12.3. You shall be liable for the acts and/or omissions of your employees, agents, servants and/or subcontractors as though they were your own acts and/or omissions under this Contract.
 - 12.4. You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty.
 - 12.5. No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
 - 12.6. If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of the Contract shall remain unaffected. If they are not, the owner cannot enforce the Contract against you without a court order. If you cancel the Contract, you shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then time for performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.
 - 12.7. These terms and conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties.
 - 12.9. All third party rights are excluded and no third parties shall have any rights to enforce the Contract.
 - 12.10. This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
 - 12.11. We have the right to vary the Contract, by giving you 7 days written notice of such variation.
13. TERMS APPLYING TO CONSUMERS ONLY
 - 13.1. IMPORTANT YOU SHOULD READ THIS CAREFULLY. PLEASE NOTE THAT THIS SECTION ONLY APPLIES WHEN YOU ARE ENTERING THE CONTRACT AS A CONSUMER.
 - 13.2. The Contract is subject to The Consumer Credit Act 1974 which lays down certain requirements for your protection which must be satisfied when the Contract is made. If they are not, the owner cannot enforce the Contract against you without a court order. If you cancel the Contract, any money you have paid must be returned to you. You will not have to make any further payment. If you already have any Equipment, you should not use them and should keep them safe (legal action will be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the Equipment yourself.
 - 13.3. Where you are acting as a consumer under the Unfair Contract Terms Act 1977 (you enter into the Contract not in the course of business), the following provisions in the Contract may, subject to determination by the Courts, have no force or effect:
 - 13.3.1. Section 2.3 (employees' representatives);
 - 13.3.2. Section 3.8 (payment of interest on late payment);
 - 13.3.3. Section 3.9 (no right of set-off);
 - 13.3.4. Section 5.6 (payment for delayed performance as a result of your non-compliance with the Contract);
 - 13.3.5. Section 6.3 (suitability of Equipment);
 - 13.3.6. Section 10.2.1 (right of entry and seizure of Equipment). This Section 13.3.6 will also apply to consumers under the Consumer Credit Act 1974;
 - 13.3.7. Section 11 (limitations of Liability) subject to Section 11.10 continuing to apply; and
 - 13.3.8. Section 12.4 (indemnity).
 - 13.4. Should any defect occur in the Equipment and/or Products, other than one for which you were responsible, we will at our option either, replace or repair the Equipment and/or Products (at no charge to you) as soon as is reasonably practicable. We shall not replace, repair or service any Equipment and/or Products until any outstanding Charges have been paid in full and cleared funds.
 - 13.5. For further information about your statutory rights and the protection and remedies provided under the Consumer Credit Act 1974 and other legislation, contact your local authority Trading Standards Department or Citizens Advice Bureau. These Conditions are based on the Standard Conditions for Hire and Sale of Products produced by the Hire Association Europe (1 November 2001). All other copyrights reserved to Snelling Business Systems Limited.