



OVER 60 YEARS EXPERIENCE IN BULK HAULAGE
CONTRACTORS TO INDUSTRY AND AGRICULTURE

HAULAGE LIMITED

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Terms and Conditions for the hiring of plant

1. Definitions

- a. **"G Webb"** is G Webb Haulage Ltd (company registration number 789342) who lets the plant;
- b. The **"Hirer"** is the organisation or individual hiring G Webb's plant, including any applicable successors or appointed representatives;
- c. **"Plant"** includes all categories of machinery, plant, vehicles, equipment and accessories;
- d. **"Hire period"** commences when the plant leaves G Webb's premises or location where last employed and continues until the plant is received back at G Webb's premises or other mutually agreed location.

2. Contract

The Hire Contract and Acceptance form, along with these terms and conditions are the sole conditions applicable to this contract. No amendment to these terms and conditions are allowed under any circumstances. The only parties to which this contract applies are G Webb and the Hirer.

Acceptance of these Terms and Conditions is implied by the acceptance of Plant unless otherwise agreed in writing.

3. Transportation of Plant

The Hirer is responsible for providing unobstructed access to the agreed site location and likewise is responsible for unloading and loading of the Plant unless agreed on the Hire Contract and Acceptance Form. Personnel supplied by G Webb for the purposes of unloading and loading are considered to be servers and agents of the Hirer.

The Plant must not be relocated from the agreed site location without express written permission from G Webb.

The cost of transporting the Plant will be charged to the Hirer at the rate set out on the Hire Contract and Acceptance Form.

4. Condition of Plant

From delivery of the Plant, the Hirer has 72 hours to notify G Webb in writing of any defects otherwise the Plant will be deemed to be in good working order. The Hirer is responsible for safe keeping of the Plant and using it within the Manufacturers design capabilities. The Hirer is liable for any loss or damage to the machine except for fair wear and tear.

Should the Plant be used by the Hirer in an unsafe or unsatisfactory state then the Hirer is solely responsible for any resultant damage, accidents or losses.



5. Servicing and Inspection of Plant

The Hirer shall allow at reasonable times and with reasonable notice allow G Webb or its agents to have access to the Plant for inspections, tests, repair or servicing. G Webb will where reasonably possible arrange for such activities to be carried out a time convenient for the Hirer.

G Webb will be responsible for all major services recommended by the Plant manufacturer.

6. Operation of Plant

The driver or operator of Plant must be appropriately competent in the safe and correct operation of the Plant.

The Plant must not be re-hired, sub-let or lent to any third party without the express written permission of G Webb.

7. Breakdown of Plant

The Hirer must notify G Webb immediately of any breakdown or unsatisfactory working of any part of the Plant.

Repairs with the exception of changing of damaged tyres or repair of punctures must not be carried out by the Hirer or any other party on the instruction of the Hirer without express written permission from G Webb. Costs of damage to tyres including their replacement and repair are the sole responsibility of the Hirer.

Any breakdown deemed to be caused by the negligence of the Hirer is the Hirer's sole responsibility who will be liable for all resultant costs charged by G Webb. The Hirer is responsible for the cost of spares and/or repairs due to theft, loss or vandalism of Plant.

8. Limitation of liability

With the exception of any liabilities on part of G Webb provided in these Terms and Conditions:

- a. The Hirer's sole recourse to G Webb for any allowance against hire charges shall be limited to the amount of hire charges which would be due had the allowance not been made;
- b. G Webb has no liability or responsibility of any breach of contract in connection with the hire, for any of the Hirer's loss of profit, loss of use of the Plant or any connected or resultant liability suffered by the Hirer;
- c. G Webb has no liability or responsibility for any damage or loss due to or arising from any cause beyond its reasonable control.

9. Accidents

Should the Plant be involved in an incident resulting in injury to persons or damage to property the Hirer must immediately notify G Webb by telephone, followed up as soon as reasonably practicably in writing to G Webb's head office.

10. Charging

- a. Hire charges will be levied as indicated on the Hire Contract and Acceptance Form, which also states the minimum hire period.
- b. Allowance will be made for breakdown periods from the time they are first notified to G Webb until the Plant is in working order. No allowance will be made where breakdown is due to the Hirers misuse, misdirection or negligence or the acts or omissions of third parties. The allowance will be calculated per hour based on an 8 hour working day Monday to Friday.
- c. Allowance will not be made for breakdown periods in respect of tyre changing or repairs to punctures.

11. Fuel, Oil and Grease

Fuel, oil and grease whilst the machine is on hire are the responsibility of the Hirer. Should the Plant not be returned with the same quantity as at the beginning of the hire, G Webb will charge the Hirer the cost of consumables used plus an appropriate mark-up.

Whilst on hire the Hirer is responsible for checking the appropriate fluid levels on the Plant. The hirer is responsible for any damage caused to the Plant and any other resultant liability due to operating the Plant with fluid levels not in the correct range as set out by the Plant manufacturer.

Re-sharpening of steels/drills etc will be charged by G Webb to the Hirer.

12. Insurance

The Hirer is responsible for insuring the Plant to a minimum value as indicated on the Hire Contract and Acceptance Form for the duration of the hire term, including the loading and unloading of the Plant. In addition the Hirer is responsible for arranging Public/Products and Employers liability insurance. G Webb reserves the right to request proof of insurance from the Hirer at any point in time.

13. Government Regulations

The Hirer is responsible for compliance with relevant regulations issued by the Government or Local Authorities including for example Health and Safety at Work Act and observance of the Road Traffic Acts should they apply for the duration of the hire term.

14. Owner's Rights

The Hirer shall not re-hire, sell, mortgage, pledge, charge, part with possessions of or otherwise deal with the Plant except as provided under clause 6 and shall protect the same against distress, execution or seizure and shall indemnify G Webb against all losses, damage, charges, costs and expenses arising as a result of failure to observe and perform this condition, except in the event of Government requisition.

Should the Hirer fail to make punctual payment in accordance with the terms stated on the Hire Contract and Acceptance Form, fail to observe and perform the terms and conditions of this Contract or suffer any distress or execution to be levied against him or make or propose to make any arrangement with creditors or become insolvent then G Webb reserves the right to repossess the Plant from whichever premises it is situated in without notice and without liability to the Hirer. In such event the Hirer will still be liable for any transportation charges and any minimum hire charges.

15. Dispute Resolution

Given the site location for Plant is in England or Wales, the Contract shall be governed by the laws of England and the Hirer and G Webb agree to submit to the jurisdiction of the English Courts.