

TERMS & CONDITIONS OF HIRE.

In these Terms & Conditions the following definitions will apply –

The “Company” means 4 Investments Ltd, trading as 4 Cladding Services.

The “Lifter” means the Clad Boy® or Rota Boy® or Glass Boy® proprietary units and attachments.

The “Hirer” means the company, firm, Authority or individual that enters into this hire agreement.

1. All hire rates are weekly and refer to 7-calendar-day periods, commencing from the date of delivery. Part weeks are chargeable at the weekly rate. Hire periods will continue until the Company receives an “off-hire” notification. Unless otherwise agreed by the Company in writing, the hire rates shall be the Company’s prevailing standard rates.
2. Acceptance of the Lifter on site by the Hirer, or delivery to site in accordance with the Hirer’s instructions signifies acceptance of these terms and conditions.
3. Delivery dates and times are estimates only and whilst all reasonable steps will be taken to adhere to these dates and times, the Company will accept no liabilities or penalties in respect of delays. Once the Lifter has been off-hired, the Company will endeavour to arrange prompt collection but again no liabilities, penalties or charges will be accepted if collection is delayed for whatever reason.
4. Where the Hirer provides transportation to or from site, the Hirer assumes all associated risks. Where the Company provides transportation, unless specifically agreed in writing to the contrary, the Hirer is responsible for off-loading on delivery.
5. On delivery but prior to off-loading and use, any damage and visible defects must be recorded, agreed and notified to the Company immediately.
6. Prior to using the Lifter, the Hirer, its employees or agents must read the user instructions contained within the Lifter cabinet and must contact the Company immediately if additional information or advice is determined to be necessary. By arrangement, or at the discretion of the Company, the Company may provide site instruction but this will be strictly limited to the operation of the Lifter in isolation.
7. In the case of damage or breakdown, the Company must be informed without delay. Once informed, the Company will take all reasonable steps and measures to repair or replace the lifter as soon as possible but the Company will accept no liabilities, penalties or charges in the case of any delay for whatever reason.
8. At any stage, the Company has the right to suspend or cancel the hire contract and in such cases, the Hirer must cease use of the Lifter without delay.
9. The Hirer will be held fully responsible for damage arising during off-loading, storage, use and reloading at the end of the hire period. Any such damage will be repaired by the Company and the full cost invoiced to the Hirer.
10. Without exception the Lifter will remain the property of the Company but notwithstanding this, all risk and responsibility for safe storage and use and all liability to third parties in respect thereof shall pass to the Hirer on delivery and shall remain with the Hirer until it is collected or received by the Company at the end of the hire period.
11. The Hirer will be responsible for insuring the Lifter to the full replacement value for the duration of the hire period and this cover will include theft and damage. In addition the Hirer shall obtain all prudent third party liability cover and shall fully and completely indemnify the Company against all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused. Notwithstanding the above, any accidents and/or claims should be notified immediately to the Company.
12. Any advice given or offered by the Company is strictly on the basis that it is for guidance only and relates solely to the use of the Lifter. The onus is on the Hirer to determine the accuracy or appropriateness of such advice and to accept or reject accordingly.
13. It is entirely the responsibility of the Hirer to determine and implement safe working methods and to comply with all rules, regulations, standards, laws and bylaws. This includes the requirements of the CDM regulations.
14. All hire charges are payable on demand unless credit terms are agreed in writing by the Company. Where credit terms are agreed, all invoices become payable within 30 days after issue. For extended hire periods, the Company will issue interim invoices and each one will fall due for payment within 30 days after issue. Any monies remaining unpaid after the due date will attract interest at 2.5% per calendar month. When any invoice remains unpaid after its due date, all other invoices become immediately payable regardless of their original due dates.
15. If at any stage the Company considers that the credit worthiness of the Hirer is deteriorating, the Company has the right to demand immediate payment of all outstanding charges. Should such payments not be forthcoming, the Company reserves the right to terminate the hire agreement and to make arrangements for the collection of the Lifter. At that point all outstanding monies will become immediately payable.
16. Where the Company is unable to extend normal trade credit terms, a deposit or payment before delivery may be required. Any other credit and payment arrangements will be invalid unless confirmed in writing by the Company.
17. These terms and conditions shall be governed by and construed according to the prevailing laws of the United Kingdom.
18. The above terms and conditions shall apply in all cases unless agreed to the contrary in writing by the Company. The Hirer may not impose any other terms and conditions.