

# Terms of hire

## 1. Definitions

1.1 In these Conditions:

- “**Company**” means Alpine Power Tools Ltd.
- “**Customer**” means the person, firm, or company hiring the Equipment.
- “**Conditions**” means these Terms and Conditions of Hire.
- “**Contract**” means the agreement between the Company and the Customer for the hire of Equipment in accordance with these Conditions.
- “**Equipment**” means any plant, machinery, tools, attachments, accessories, or related items supplied by the Company.
- “**Hire Period**” means the period commencing when Equipment leaves the Company’s premises or is delivered to the Site and ending when it is returned to and received by the Company.
- “**Site**” means the delivery location specified by the Customer.

1.2 Words in the singular include the plural and vice versa. References to legislation include any amendments or re-enactments. Headings are for convenience only and do not affect interpretation.

## 2. Basis of Contract

- 2.1 The Customer’s order constitutes an offer to hire the Equipment subject to these Conditions.  
2.2 The Contract is formed when the Company provides written confirmation of the order or delivers the Equipment.  
2.3 These Conditions apply to the exclusion of any other terms that the Customer may try to impose.  
2.4 Quotations provided by the Company are valid for 14 days and do not constitute an offer.

## 3. Hire Period

- 3.1 The Hire Period begins on delivery to the Site or on collection by the Customer, whichever occurs first.  
3.2 Hire charges will continue for the full Hire Period.  
3.3 **Off-hire will only take effect when the Equipment has been returned to and is physically received by the Company at its premises (or otherwise received in writing by the Company).**  
3.4 Minimum hire periods may apply.

## 4. Delivery and Collection

- 4.1 Delivery and collection times provided by the Company are estimates only.  
4.2 The Customer must ensure safe access, suitable ground conditions, and that the Equipment can be delivered or collected safely.  
4.3 Any aborted delivery, waiting time, or failed collection will be charged to the Customer.  
4.4 Risk passes to the Customer on delivery or collection.

## 5. Receipt and Inspection

- 5.1 The Customer must inspect the Equipment immediately upon delivery or collection.  
5.2 Any shortage, defect, or damage must be reported **immediately** and confirmed in writing within 24 hours.  
5.3 If the Company does not receive such notification, the Equipment will be deemed delivered complete, undamaged, and in safe working order, and no subsequent claims will be accepted.

## 6. Payment

- 6.1 Hire charges are as agreed in writing.  
6.2 For Customers with an approved credit account, payment is due **30 days from the end of the month in which the invoice is dated**. Non-account Customers must pay in advance.  
6.3 The Company may withdraw credit facilities at any time.  
6.4 Overdue sums will incur interest at 8% above the Bank of England base rate plus any recovery costs.  
6.5 All sums are exclusive of VAT.  
6.6 Payment must be made without deduction, counterclaim, or set-off.

## 7. Customer Responsibilities

- 7.1 The Customer shall:
- 7.2 Keep the Equipment secure at all times;
- 7.3 Use the Equipment only for its intended purpose;
- 7.4 Ensure operators are competent and trained;
- 7.5 Comply with all Health & Safety legislation;
- 7.6 Not sub-hire, alter, or part with possession of the Equipment.

## 8. Care of Goods

- 8.1 The Customer shall take good care of the Equipment during the Hire Period.

This includes:

- 8.2 Keeping the Equipment in good condition and in serviceable working order;
- 8.3 Operating and maintaining the Equipment in accordance with the manufacturer's instructions and any guidance provided by the Company;
- 8.4 Not attempting repairs, alterations, or modifications without the Company's written consent;
- 8.5 Reporting any defects, malfunctions, or damage **immediately**;
- 8.6 Storing the Equipment safely when not in use, protecting it from theft, misuse, or adverse weather.

8.3 Failure to comply with these requirements will make the Customer liable for all resulting repair, replacement, cleaning, or recovery costs.

## 9. Risk and Ownership

- 9.1 Ownership of the Equipment remains with the Company at all times.
- 9.2 Risk passes to the Customer upon delivery or collection and remains until the Equipment is returned and accepted by the Company.
- 9.3 The Company may enter the Customer's premises without notice to inspect or recover Equipment if payment is overdue, the Contract has been terminated, or the Equipment is at risk.

## 10. Insurance

- 10.1 The Customer shall insure the Equipment for its **full new replacement value** against all risks, including theft, vandalism, accidental damage, fire, and flood.
- 10.2 Proof of insurance must be provided to the Company immediately upon request.
- 10.3 If the Equipment is lost or destroyed, the Customer shall pay the full replacement value. **Hire charges will continue until the Equipment is replaced or the replacement value has been paid in full, whichever occurs later.**

## 11. Loss or Theft

- 11.1 Any loss or theft of the Equipment must be reported to the Company **immediately**.
- 11.2 Theft must also be reported to the police immediately, and a crime reference number provided to the Company within 24 hours.
- 11.3 The Customer remains liable for the full replacement value of the Equipment, any continuing hire charges, and costs incurred in recovery or administration.

## 12. Responsibility for Security

- 12.1 The Customer is responsible for the safekeeping and security of the Equipment at all times.
- 12.2 When not in use, the Equipment must be stored in a locked building or secured compound, immobilised, or fitted with security devices as appropriate.
- 12.3 Theft from unattended, unsecured, or inadequately secured locations does not relieve the Customer of liability.

## 13. Damage and Cleaning

- 13.1 The Customer is liable for all damage beyond normal fair wear and tear.
- 13.2 Charges may be applied for repairs, replacement parts, loss of hire, and specialist cleaning, including removal of concrete, plaster, paint, or hazardous contamination.

#### **14. Breakdown**

- 14.1 The Customer must cease using the Equipment immediately if it becomes unsafe.
- 14.2 The Company will repair or replace faulty Equipment as soon as reasonably practicable.
- 14.3 The Company shall not be liable for any consequential losses arising from breakdown.

#### **15. Termination**

- 15.1 The Company may terminate the hire immediately if payment is overdue, any Condition is breached, the Customer becomes insolvent, or the Equipment is misused or at risk.
- 15.2 All sums due become immediately payable.
- 15.3 The Company may recover the Equipment without notice and charge for recovery costs.
- 15.4 Early return of Equipment does not entitle the Customer to a refund.

#### **16. Limitation of Liability**

- 16.1 Nothing in these Conditions limits liability for death or personal injury caused by the Company's negligence, fraud, or liability that cannot legally be excluded.
- 16.2 The Company shall not be liable for loss of profits, loss of contracts, project delays, or any consequential or indirect loss.
- 16.3 Total liability is limited to the total hire charges paid by the Customer.

#### **17. General**

- 17.1 The Company shall not be liable for any delay or failure caused by events beyond its reasonable control.
- 17.2 This Contract constitutes the entire agreement between the parties.
- 17.3 If any provision is unenforceable, the remaining provisions shall remain in full force.
- 17.4 No failure or delay in enforcing rights constitutes a waiver.
- 17.5 No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 17.6 This Contract is governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.