

SAMM SERVICES GENERAL CONDITIONS OF HIRE

1. These conditions shall apply to all contracts entered into by SAMM Services (Midlands) Limited, hereafter called 'The Company' for the hire of site amenity units and or other equipment hereafter called 'Plant'. These terms shall override any terms expressed or implied sought to be imposed by the hirer unless agreed in writing by an authorised officer of the Company.
2. **Period of Hire**

Hire commencement shall be as specified within the contract. Termination date is that on which the plant is returned to the Company or is made available and accessible for the Company's transport to effect collection on the hirers behalf. Where the contract period is indeterminate or becomes Indeterminate hiring shall be terminated by either party giving 7 days notice in writing.
3. **Delivery of Equipment**

Unless the Company receives notification to the contrary within 48 hours all Plant is deemed to have been delivered in good working condition and to the hirers satisfaction.
4. **Loss**

The hirer is responsible for the safe keeping of plant during the period of hire and for its return to the Company at the termination of hire. If the hirer fails to return the Plant for whatever reason whether as a result of theft, loss, destruction or otherwise, whether due to negligence on the part of the hirer, his servants and/or his agents or not the hirer shall be liable to the Company for:

 - (a) the cost of the replacement of the Plant together with all costs arising therefrom and
 - (b) the Company's hire charges until payment of the costs under clause 4a.
5. **Use, Care and Maintenance**

The hirer shall be responsible for maintaining the Plant in good condition, The hirer shall not cause the Plant to be used for any purpose beyond its capacity or in a manner likely to cause undue deterioration. The hirer shall keep the Plant safe from damage. The hirer shall keep himself acquainted with the condition of the Plant and shall not keep it in use after it has become in a defective, damaged or dangerous state. Should damage or breakdown occur to Plant attributable to failure to observe the conditions in this clause or to negligence and /or misuse on the part of the hirer or his servants or to wilful or accidental damage however occurring, the hirer shall be liable to the Company for:

 - (a) the cost of repairs.
 - (b) the cost of cleaning Plant if returned in a dirty condition.
 - (c) the Company's hire charges while the plant is idle due to breakdown or damage and while repairs are being carried out.
6. **Equipment Failure or Breakdown**

Breakdowns or defects in Plant occurring as a result of ordinary useage or fair wear and tear will at the Company's option either be repaired at the Company's expense and with the least possible delay or alternatively the Company will replace the Plant. Except that in the case of an indeterminate hiring if repair is impracticable and if replacement plant is not available the Company may terminate the hiring forthwith. The Company will not to the extent permitted by law, be under any liability whatever, however arising to the Hirer for such termination or for any consequences of breakdown or defects through non arrival owing to accident or breakdown during loading, unloading or transport of the Plant. The hirer shall not attempt to effect repairs himself without the express authority of the Company.
7. **Siting, Access, Loading and Unloading**

The hirer shall be responsible for providing a safe and suitable access to the site for the Company's servants or agents for purposes of delivery and collection of plant, or inspection maintenance or replacement of same. The hirer shall allow the Company access at all reasonable times for such purposes. The hirer shall be liable for any loss or damage or delay or loss of time arising from the hirer's failure to provide and maintain such access. Where the Company's employees Undertake or assist in loading or unloading of Plant at the hirer's site, they do so as servants or agents of the hirer and are deemed to be under the direction and control of the hirer.
8. **Re-Hire, Sub-Letting and Site Changing**

The hirer shall not re-hire, sub-let or move the Plant from the site to which it was first taken or consigned without the consent in writing of an authorised officer of the Company.
9. **Compliance with Law**

The hirer shall be responsible for complying with all relevant laws, bye-laws and regulations applicable and incidental to the use and operation of Plant.
10. **Insurance**

The hirer shall be responsible for insuring the Plant against all risks devolving on him either by law or under this agreement. The hirer shall indemnify the Company in respect of all claims for injury, loss or damage caused by or in connection with the hiring or use of the Plant by the hirer.
11. **Consequential Loss**

The Company shall not in any event be under any liability to the hirer for consequential loss whether direct or indirect and howsoever arising.
12. **Information, etc..**

The Company shall not be under any liability for any loss or damage however arising from or attributable to any advice statement or representation given by the Company, its servants or agents to the hirer in relation to Plant or the use or operation of Plant, whether regarding specification, performance, capability or suitability of purpose, except to the extent that the same was given negligently.
13. **Force Majeure**

The Company shall not be under any liability for any consequences and delay or failure in carrying out the contract caused by Force Majeure or circumstances outside the direct control of the Company.
14. **Payment**

Payment shall be by the end of the month following the month of invoice. The Company shall have the right to charge interest at the rate of 1% per calendar month on all overdue accounts. Late payment shall disentitle the hirer from any discount to which he may otherwise be entitled. In addition if the hirer fails to pay the whole amount of any sum when due the Company shall have the right to terminate the contract forthwith and without notice and to re-take possession of the Plant for which purpose the Company shall be entitled to enter the hirer's premises or site.