

HEAD OFFICE:

ARCLID GREEN, SANDBACH, CHESHIRE CW11 4SY

TEL: 01270 766421 FAX: 01270 768912

NEW CUSTOMER ACCOUNT FORM DATE:

COMPANY NAME & REGISTERED OFFICE:			
TELEPHONE:	FAX:		
TYPE OF BUSINESS:		COMPANY STYLE:	
		LIMITED / COLE TRADER / DARTNERSHIP	
COMPANY DEC ///AT No:	Co. No:	LIMITED / SOLE TRADER / PARTNERSHIP VAT No:	
COMPANY REG / VAT No: INVOICING ADDRESS & NAME OF	Co. No:	VAI NO:	
ACCOUNTS CONTACT:			
INVOICING ADDRESS & NAME OF ACCOUNTS CONTACT:			
		POST CODE:	
ACCOUNTS		1 22. 222	
TELEPHONE:	& FAX:		
YEAR COMPANY WAS ESTABLISHED:			
HOLDING COMPANY - NAME &	NAME:		
ADDRESS	ADDRESS:		
		POST CODE:	
BANKERS NAME & ADDRESS:			
		POST CODE:	
FIRST TRADE REFERENCE: (NOT ANOTHER PLANT HIRE OR FUEL COMPANIES		T GOT GODE.	
SECOND TRADE REFERENCE:			
AMOUNT OF CREDIT REQUIRED	C		
PER MONTH:	£		
HAVE YOU EVER TRADED			
UNDER A DIFFERENT NAME:	YES	NO	
IF YES PLEASE PROVIDE			
DETAILS			
INSURANCE DETAILS:	NAME OF INSURER		
	HIRED IN PLANT INSURANCE POLIC	Y No.	
	LIMIT FOR ANY ONE ITEM £		
	RENEWAL DATE OF POLICY:		
BROKER DETAILS:	NAME:		
DNONER DETAILS.			
	ADDRESS:		
		POST CODE:	
	TEL No:	FAX No:	
Terms of payment and conditions:			

All contracts entered into will be subject to the model CPA terms and conditions for the hiring of plant, which are on reverse of this application and the signing of this form indicates your acceptance of the said model conditions. Specifically we would draw your attention to Clause 13, your responsibility to ensure adequate insurance cover for loss or damage to equipment.

NB: If the customer is a limited liability company or partnership established less than three years the continuing guarantee below **MUST** be signed by a director or secretary (in the case of a limited liability company) or equity partner (in the case of a limited liability partnership). It may also be required to be completed in other cases.

In consideration of your agreeing to grant credit facilities to the company or limited liability partnership described above ("the Company") I hereby unconditionally guarentee the due and punctual performance and observance by the Company of its obligations herein and under your Condition of Sale overleaf, and agree to indemnify and keep you indemnified against any breach or non-observance thereof by the Company.

SIGNED ACCEPTANCE OF THE TERMS AND CONDITIONS:	SIGNATURE:
PRINT NAME:	POSITION HELD:
DATE:	

MODEL CONDITIONS FOR THE HIRING OF PLANT (WITH EFFECT FROM JULY 2011)

These conditions are not to be used for consumer contracts

1. DEFINITIONS

(a) The "Contract" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these

conditions.
(b) The "Hire Period" shall commence from the time when the Plant (b) The 'Hire Period' shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period includes the time Plant is left on site during a Holiday Period (c) The 'Hirer' is the Company, firm, person, Corporation or public authority taking the Owner's Plant on hire and includes their

Constitutes that the Conner's offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract.

rates and charges and any supplementary conditions to the incorporated into the Contract.
(f) The "Owner" is the Company, firm, or person letting the Plant on hire and includes their successors, assignees or personal representatives.
(g) "Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any anollary items, vehicles or equipment therefor, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.

(h) A "Working Day" shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.

(i) A "Working Week" covers the period from 8.00 am on Monday to 3.30 pm on Friday, unless otherwise specified in the Contract.

2. EXTENT OF CONTRACT

2. EXTENT OF CONTRACT

No terms, conditions or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hiter in relation to the hiter of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hiter may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hiter do not Intend that any of the terms of the Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person on to a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF PLANT

Acceptance of the Plant on site implies acceptance of all terms conditions herein unless otherwise previously agreed in writing.

4 LINI OADING AND LOADING

4. UNLOADING AND LOADING.
The Hirer shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site, and any personnel supplied by the Owner for such unloading and / or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and / or loading of the Plant be regarded as the sevants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and / or loading of the Plant by, or with the assistance of, such personnel.

personnel.

5. DELIVERY IN GOOD ORDER
AND MAINTENANCE: INSPECTION REPORTS
(a) Unless notification in writing to the contrary is received by the Owner from the Hiere in the case of Plent supplied with an operator within four working days, and in the case of Plent supplied without an operator within three working days, of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascentianable by resonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and / or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).

(b) The Hirer shall at all times when himp Plant without the Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsafsifactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accented in whether directly or indirectly a mising thereform (O, Any inspection require require the Period.

8. SERVICING AND INSPECTION

7. GROUND AND SITE CONDITIONS

7. GROUND AND SITE CONDITIONS
(a) The Hirer is deemed to have knowledge of the site or the property or landwhere the Plant is to be delivered and the Hirer warrants that the condition of the site or place of delivery of the Plant is suitable for the use of such Plant.
(b) If, in the opinion of the Hirer, the ground (including any private access road orthead) is soft or unsuitable for the Plant to work on, travel over, be transported over, be erected or dismantled on without timbers or equivalent support, the Hirer shall supply and lay suitable imbers or equivalent support, the Hirer shall supply and lay suitable imbers or equivalent support in a suitable position for the Plant to travel over, work on, be transported over, be erected or dismantled on, including for the purpose of delivery and collection.
(c) Any timber or other material supplied by the Owner is provided solely to assistithe Hirer under their duties within clause 7(b) and expressly not relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the Plant.
(d) The Hirer is responsible for the protection of, and liable for any damage to, anyunderground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, lumels and roadways on or adjacent to the site and the Hirer shall lable as necessary and comply with all requirements of the relevant statutory authority or similar body.

8. HANDLING OF PLANT
a) When a driver or operator or any person is supplied by the Owner
with thePlant, the Owner shall supply a person competent in operating
the Plant of ros such purpose for which the person is supplied and such
person shall be under the direction and control of the Hiter. Such
drivens or operators or persons shall for all purposes in connection with
their employment in the working of the Plant be regarded as the
servants or agents of the Hiter (but without prejudice to any of the
provisions of clause 173 and the Hiter shall be solely responsible for all
claims arising in connection with the operation of the Plant by the said
drivers? Operators? persons.
(i) The Hiter shall not allow any other person to operate such Plant
without the Owner's prior written consent.
(c) Such drivers or operators or persons shall not operate any other
plant or machinery or undertake work other than that for which they
are supplied by the Owner undertake spreviously agreed in writing between
the Owner and the Hiter.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

(a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is

received and acknowledged by the Owner.

(b) Full allowance for the hire charges set out in the Offer will be made to the Hirerfor any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract. (c) The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Plant without the prior written permission of the Owner. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed / repaired. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.

(d) The Hirer shall be responsible for all expense involved arising from anytveakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection or misuses of the Plant, whether by the Hirer or his servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is

tute unie na de solement in claude 20, ouing rate planou working to necessarily idle due to such breakdowin, un self statocy working or repairs damage. The Hirter is responsible for the cost of sparse and 'o' or repairs due to theft, loss or vandalism of the Plant. The Osapers and 'o' or repairs due to the plant in the cost of sparse, the cost of sparse, to the Plant involved in breakdown from all other causes.

10 OTHER STOPPAGES

11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

12. LIMITATION OF LIABILITY
Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):
(a) the Owner shall have no liability or responsibility for any loss, or damage of "whatever nature due to or arising through any cause

(a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond his reasonable control; (b) the Owner shall have no liability or responsibility, whether by way of indemnityor by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tord (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, ladibilities of whatever nature to any third party, and I or any other financial or economic loss or indirect or consequential loss or damage of whatever nature, and (c) whenever the Contract (including these clauses) provides that any allowance is los be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance is dus such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

(d) For the avoidance of doubt, nothing in these conditions limits or seeksto exclude the Owner's inability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of faw.

13. HIRRY'S RESPONSIBILITY FOR LOSS AND DAMAGE (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of

(c) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 6, 8 and 9 of these conditions.

(d) For the duration of the Hire Period (which for the avoidance of doubt not be represented to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage these Plant Is not what the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage these Plant Iron whatever public is subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage these Plant Iron whatever public is subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage these Plant Iron whatever public is subject to the provisions are all the provisions and the plant Iron whatever public is subject to the provisions are all the provisions and the provisions are all the provisions and the provisions are properly caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statuteor common law. In the event of loss of or damage to the Plant, this charges shall be continued at tick liter arises as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar day of the date of the agreement of tile time charges can be reinstated from the date of the agreement of tile time charges can be reinstated from the date of the agreement figure remains payable in full.

(c) Notwithstanding the above the Hirer shall not be responsible for damage, lossor injury.

(i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway waintainable at the public expense, after it has joined such received in dismantling is under the exclusive control o

14. NOTICE OF ACCIDENTS

14. NOTICE OF ACCIDENTS If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission

15. RE-HIRING ETC.

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner.

16 CHANGE OF SITE

ant shall not be moved from the site to which it was delivered or ned without the prior written permission of the Owner.

17. RETURN OF PLANT FOR REPAIRS

17. RETURN OF PLANT FOR REPAIRS
If during the Hire Period the Owner decides that urgent repairs to the
Plant are necessary then he may arrange for such repairs to be carried
out on site or at any location of his nomination. In the event that urgent
repairs to the Plant are necessary the Owner shall be obliged to
replace the Plant with similar Plant if available, the Owner (but without
prejudice to any of the provisions of clauses 9 and / or 13) paying all
transport charges involved. In the event of the Owner being unable to
replace the Plant he shall be entitled to terminate the Contract forthwith
full without necessary that the contract forthwith
full without necessary that the provisions of clauses 4 and (or 13).

(a) within three months from the commencement of the Hire Period, the Owner(but without prejudice to any of the provisions of clauses 9 and / or 13) shall pay all transport charges involved, or, (b) more than three months from the commencement of the Hire

(b) more than three months from the commencement of the Hire Period, theOwner (but without prejudice to any of the provisions of clauses 9 and / or 13) shall be liable only for the cost of reloading and

18. BASIS OF CHARGING
(a) The Hirer shall render to the Owner for each Working Week an accuratestatement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer representative shall bind the Hirer to accept the hours shown on the

presentative shall bind the rities to accept the motion services resulting from en records sheets.

) Full allowance will be made for breakdown periods resulting from echanicalor electrical faults or absence of driver or operator supplies ty the Owner except where breakdown is due to acts or omissions of ird parties and / or the Hiref's misuse, misdirection or negligence, the consideration of chause R of these conditions. third parties and / or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions. (c) Breakdown time in respect of such periods shall be allowed for not more thanthe Working Day less the actual hours worked. (d) Plant shall be hired out either. (d) for a stated minimum number of hours per Working Day or per Working Week justification as to minimum hours. Odd days at the beginning and at the end of the Hire Period shall be charged pro rata. (e) Stoppages due to changing of tyres and repairs to punctures will be chargeabless working time up to a maximum of 25 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates.

interpreta-tion of the control of the control of the control of the purpose of the control of the purpose of the control of t

19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and / or Sunday unless the Plant is actually worked.

20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS

THE OUT QUALIFICATION AS TO HOURS

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

21. PLANT HIRED BY THE WEEK OR THE HOUR FOR A MINIMUM OF 39 HOURS PER WEEK

A MINIMUM OF 39 HOURS PER WEEK
The full hire for the minimum period in the Contract will be charged and
an additional pro rata charge will be made for hours worked in excess
of such minimum period. Allowance will be made for breakdowns up to
8 hours except on Fridags when the allowance will be up to 7 hours
providing always that where the actual hours worked are in excess of
the minimum period less breakdown time, the actual hours worked
shall be chargeable. Idle time for this purpose shall be treated as actual
working time. The minimum Working Week of 39 hours shall be
reduced by 8 hours Monday to Thursday and 7 hours Friday for each
Holiday Period occurring in such Working Week, provided that the
Plant is not in use during such Holiday Period.

2.4 MAL NINDEXTOR.

22. "ALL-IN" RATES

arian le as demee in me Contract and in accordance win the river actes and terms contained therein, subject to the provisions of clause 26.

23. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT)
(a) The Hire Period shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall confine until the Plant is received back at the Owner's answed depot or other agreed location but an allowance shall be made of not more than or day's the charge each way for travelling time. If the Plant is used on the day of travelling the plant is used on the day of travelling the plant is used on the day of travelling the plant is used on the day of travelling the plant is used on the day of travelling the plant is plant and the plant is plant to the plant to the plant is used on the day of travelling the plant is plant and the plant is plant in the plant is used on the day of travelling the plant in the days and the plant in the plant is used on the day of the plant in the day of the plant is plant in the day of the plant in the plant is not the plant in the plant is not made available for collection as agreed between the parties, such Plant is not made available for collection as agreed between the parties, such Plant is not made available for collection as agreed between the parties, such Plant in the days of the plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.

() Upon the completion of the thire Period, the Hirer shall clean and wherencessary, decontaminate the Plant. All fuel and contaminates will be removed from bunds, storage tanks and bowers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fall to comply with this clause.

24. HIRER'S LIABILITY DURING THE NOTICE OF

Owner should the Hirer fail to comply with this clause.

24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

a) Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 days notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within the 7 days following the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause. by Without prefude to clause 24(a), should the Hirer fail to make the Plant availablefor collection by the Owner before the end of the 7 day oncide, the Hirer's obligations under clause 13 shall continue for a further 3 days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Owner withdraws such notice, the ediligations of clause 13 shall corritinue to apply and the requirements of clause 24 will apply to any later termination of the

requirements of clause 24 will apply to any later terminal

Contract.
c) if the Hirr terminates the Contract before the Hire Period commences, thenthe Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.

25. IDLE TIME

25. IDLE TIME
When the Plant is prevented from working for a complete Working
Week, the hire charges shall be two thirds of the hire rate or such other
idle time rate as is agreed in writing by the Owner for the period during
which the Plant is not in use. If the Plant works for any time during the
Working Day then the whole of that Working Day shall be charged as
working film. In any case no period less than one Working Day shall
be reckoned as idle time save for as provided for in clause 18(e).
Where an "All-in" rate is charged, idle time is calculated on the machine
element only. Full rate will be charged for the operator.

26. WAGES AND OTHER CHARGEABLE ITEMS
RELATING TO DRIVERS AND OPERATORS OF PLANT
All chargeable items shall be paid by the Hirer at the rates set out in the
Contract save that any subsequent increases before and /or during the
Hire Pariod airsing from awards under any wage agreements and /or
from increases in the Owner's statutory contribution shall be charged
as additions at cost by the Owner and shall be admitted and paid by
the Hirer.

27. TRAVELLING TIME AND FARES

rraveuing time, tares and similar expenses for drivers, operafors and any person supplied by the Owner, nourred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operafor and any person supplied by the Owner to his home will be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the Plant.

28. FUEL, OIL AND GREASE

28. FUEL, OIL AND GREASE Fuel, oil and greases shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for alldamages, losses, costs and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil or grease.

29. SHARPENING OF DRILLS/STEELS ETC.

30. OWNER'S NAME PLATES

The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the Plant indicating that it is his property, without the prior written permission of the Owner.

31. TRANSPORT

31. IRANSPORT The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

32. GOVERNMENT REGULATIONS

32. GOVERNMENT REGULATIONS
a) The Hirer wilb errsponsible for compliance with relevant regulations issuedby the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.
b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS

33. PROTECTION OF OWNER'S RIGHTS (a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, charge, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government remuisition

observe and persons are sensitive.

(b) The Owner may terminate the Contract forthwith by written notice to the Hitrer if one or more of the following events occur:

(i) The Hirrer defaults in punctual payment of any sum due to the Owner for hirr of Plant or other charges payable pursuant to these conditions;

(ii) The Hirer falls to observe and perform the terms and conditions of the Contract.

ne Contract;
ii) The Hirer suffers, or the Owner reasonably believes that the Hirer

the Contract;

(ii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him;

(iv) The Hirer makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants. Construction and Regeneration Act 1986 or any amendment or re-enactment thereof for the time being in force; or (v) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into Jeopardy.

(c) In the event of termination under sub-paragraph (b) above:

(i) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant.

(ii) The Owner shall be entitled to claim the hire charges outstanding as at the data of termination of the hire under this clause and return transport charges under clause \$1,0) and (c) above:

(ii) Shall not affact the Owner's right to claim the Norman Yane waived (iii) Shall not affact the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt (e) If the Hirer does not make payment of a sum by the final date on which payments due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend performance in writing of the Owner's intention to suspend performance. The right to suspend performance of its obligations under the Contract riented to suspend performance. The right to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

34. CHANGES IN NORMAL WORKING WEEK

34. CHANGES IN NORMAL WORKING WEEK The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 39 hours; it is hereby agreed that in the event of (a) there being any agreed change in the normal weekly hours in the industry in which the Hirer is engaged or, (b) the Contract being made (i), 18(c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.

35. DISPUTE RESOLUTION

35. DISPUTE RESOLUTION

(a) If the site is situated within the United Kingdom, then the court whosejursation overse the site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where the Owner's head office is located.

(b) Both parties to the Contract have a right to refer any difference or dispute arisingunder or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof for the time being in force) will apply. The person (if any) specified in the Contract to act as adjudication may be named in the Offier. The specified nominating body to select adjudicators shall be the Construction Plant-ther Association acting by its President or Chief Executive for the time being;

(c) The Owner and the hirier shall comply forthwith with any decision of theatiguidicator, and shall submit to summary judgment and reforement (and / or, under Social law, shall consent to a motion for the adjudicator in the Books of Counter and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

36. LATE PAYMENTS

37. SEVERABILITY

J. JEVERABILIT If If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

Copies of these Model Conditions are available (on bulk order from CPA) only to Subscribing members of The Construction Plant-hire Association. The Model Conditions are the COPYRIGHT of The Construction Plant-hire Association and must NOT be reproduced or reprinted in whole or in part as "the Model Conditions" without the written authority of the Association

SIGNED ACCEPTANCE OF THE TERMS AND CONDITIONS:	SIGNATURE:
PRINT NAME:	POSITION HELD:
DATE:	