
AJH HIRE CO TERMS AND CONDITIONS

BACKGROUND

These Terms and Conditions shall apply:

- A. to the hire of all plant ("the Equipment") from AJH Hire CO, whose main trading address is Unit 9 Boundoak industrial estate, arborfield, RG2 9PN ("the Company")
- B. where the Customer is hiring the Equipment for the purposes of a Business and not as a "Consumer", as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
"Consumer"	means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who hires the Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
"Customer"	means the customer who is hiring the Equipment subject to these Terms and Conditions (as that meaning is extended by sub-Clauses 1.2.7 and 1.3 below);
"Customer Location"	means the location agreed at the start of the Hire Term for the delivery and subsequent collection of any Equipment to and from the Customer by the Company in accordance with Clause 6 of these Terms and Conditions;
"Deposit"	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Agreement;
"Equipment"	means the plant supplied on hire by the Company to the Customer subject to these Terms and Conditions;
"Force Majeure"	means any cause that is beyond the reasonable control of the Party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the Party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster;
"Hired Personnel"	means any of the Company's employees that are provided to the Customer for the purposes of setting up, driving or operating the Equipment;
"Personnel Fees"	means the VAT inclusive fees payable by the Customer for any Hired Personnel;
"Premises"	means the Company's premises from which the Customer may collect certain Equipment and to which it will return it in accordance with Clause 6 of these Terms and Conditions;
"Price List"	means the Company's price list, current at the time of the start of the Hire Term;
"Hire"	means the hire of the Equipment by the Customer subject to these Terms and Conditions;
"Hire Agreement"	means the agreement in writing comprising entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and
"Hire Fees"	means the sum payable by the Customer for the Hire as determined under Clause 5 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.2.7 as the context permits or requires, "Customer" includes any individual(s) nominated by Customer to hire and use the Equipment on behalf the Customer, and the Customer shall be liable for any breach by that individual of any Customer obligations under these Terms and Conditions

1.3 An individual signing the Hire Agreement ("signatory") on behalf of a Customer hereby represents and warrants that the signatory has the authority of that Customer to do so, and the Company will rely on that representation and warranty. If the signatory does not have such authority, the signatory shall instead be deemed to be the Customer and personally liable as if s/he had signed the Hire Agreement as the Customer.

1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.5 Words imparting the singular number shall include the plural and vice versa.

1.6 References to any gender shall include the other gender.

2. Information About The Company

- 2.1 [N/A.]
- 2.2 [The Company is run by Andrew Haisman and Danielle Holt.]
- 2.3 [The Company name is AJH HIRE CO.]

3. Hire Term

- 3.1 The agreed Hire Term will be set out in the Hire Agreement.

3.2 If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 7 days subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire Term.

3.3 The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all remaining in the Hire Term or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter its premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

4. Deposit N/A

5. Fees and Payment

5.1 The Hire Fees will be determined by reference to the length of the Hire Term, the type and quantity of Equipment, the Price List and any additional items which may be included in the Hire, as set out in the Hire Agreement.

5.2 Payment of the Hire Fees shall be made in full, as set out in the Hire Agreement, at the commencement of the Hire Term. Payment may be made debit card or Cash

5.3 Hired Personnel provided in accordance with Clause 7 shall attract Personnel Fees which shall be calculated on an hourly basis at the rate(s) set out in the Hire Agreement.

6. Collection, Delivery, Hire and Return

6.1 The Customer may collect certain items of Equipment from the Premises at the start of the Hire Term. The Customer may only collect the Equipment once all payments required under Clause 5 have been made and any insurance requirements set out in Clause 10 have been complied with.

6.2 The Company shall use all reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Hire Term but shall not be liable for any lack of availability.

6.3 Certain items of Equipment may require delivery by the Company, with or without associated Hired Personnel as appropriate. Such delivery shall be charged at an agreed rate prior to the hire agreement made to the Customer Location at an agreed time. The Company shall use all reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.

6.4 The Customer must be available or it must make an authorised representative of the Customer available at the Customer Location at the time of delivery in order to sign for the Equipment. In the event that the Customer fails to comply with the provisions of this sub-Clause 6.4 it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefore and shall not have the right to subsequently dispute the facts of the delivery.

6.5 In the event that the Company is unable to provide the Equipment at the start of the Hire Term the Company shall deliver the Equipment to the Customer at the earliest possible date or the Company will contact the Customer when the Equipment is available for collection, as appropriate. The total Hire Fees payable by the Customer shall be adjusted accordingly to reflect the non-availability of the Equipment.

6.6 At the end of the Hire Term, on the agreed date the Customer shall either return the Equipment to the Premises at or before the time shown in the Hire Agreement or shall ensure that the Equipment is ready for collection at the Customer Location at the time shown in the Hire Agreement, as appropriate.

6.7 If the Customer is late in returning the Equipment by more than <<e.g. 1 hour>> the Company shall charge the Customer for an additional day's hire at the normal daily rate for that Equipment. The Hire Term will be extended by one day. The provisions of this sub-Clause 6.7 shall continue to apply daily until the Equipment is returned.

7. Hired Personnel

7.1 Certain items of Equipment may require specialist training for use and / or maintenance. The Company shall not supply appropriately trained employees to the Customer where such Equipment is hired it is the Customers responsibility to ensure the relevant qualifications or trained staff for the purpose.

8. Use and Care of the Equipment

8.1 The Customer may only use the Equipment for the normal purpose for which it is intended.

8.2 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.

8.3 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.

8.4 The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

8.5 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

8.6 All Equipment which uses accessories or consumables of whatever nature must only be used with official accessories or consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.

8.7 All Equipment which requires petrol, diesel or oil must only be refilled by the company.

8.8 All electrical equipment must only be used with the voltage specific to that piece of Equipment.

8.9 All Equipment must be stored in a safe and secure location and shall, where appropriate, be locked and secured at all times when not in use.

9. Maintenance

9.1 The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.

9.2 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself, either by recalling the Equipment to its Premises or dispatching Hired Personnel to the Customer Location (such Hired Personnel to be charged for accordingly), or granting the Customer permission to make the necessary repairs (In writing). The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.

10. Insurance

10.1 The Company provides no insurance cover for the Equipment. The Customer shall therefore be required to arrange for fully comprehensive insurance cover for the duration of the Hire Term. Such insurance must cover third party liability, loss and damage.

10.2 If any event occurs for which an insurance claim may be made either by the Customer or a third party, the Customer shall immediately inform the Company and shall not admit any liability without the prior consent of the Company. Such notification and consent shall be made using the most immediate means possible (usually telephone contact) and subsequently verified in writing.

11. Theft of Equipment

If any of the Equipment is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

11.1 The Customer will require insurance and will therefore be responsible for the theft of any machine or equipment

12. Liability and Indemnity

12.1 The Company will not be liable to the Customer for any failure or delay in performing the Company's obligations where such failure or delay results from Force Majeure;

12.2 The Company shall not be liable in contract or tort (including negligence) by reason of any breach by it of any term of these Terms and Conditions or other express term of the Hire Agreement, or breach by the Company of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:

- 12.2.1 loss of use or unavailability of any Equipment;
- 12.2.2 interruption to business;
- 12.2.3 loss of income, revenue, business;
- 12.2.4 loss of business opportunity;
- 12.2.5 loss of profit or contracts;
- 12.2.6 loss of anticipated savings; or
- 12.2.7 any indirect, special or consequential loss, damage, costs, expenses or other claims;

arising from any act or omission by the Company or any of its agents or employees or sub-contractors or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions and the Hire Agreement.

12.3 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

12.4 Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

12.5 [Without prejudice to any of the above provisions of this Clause 12, the Company's total liability under these Terms and Conditions shall be limited to the value of the Hire Agreement, that is, the total Hire Fees payable by the Customer.]

13. Data Protection

13.1 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

13.2 For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice [available from <insert location>] OR [attached in Schedule <insert number>].

14. Termination

14.1 Where the Customer is an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

- 14.1.1 the Customer is in breach of these Terms and Conditions;
- 14.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or
- 14.1.3 the Customer has a receiving order made against them.

14.2 Where the Customer is a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

- 14.2.1 the Customer is in breach of these Terms and Conditions;
- 14.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

14.3 In the event of termination for any of the above reasons:

- 14.3.1 all payments required under the Hire Agreement shall become due and immediately payable; and

- 14.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

15. Communication and Contact Details

The Customer may contact the Company in person at the Company's Office by telephone at 0118 9760324 , by email at hire@ajhireco.co.uk, or by pre-paid post at AJH HIRE CO Unit 9 Boundoak industrial estate, arborfield, RG2 9PN

16. Complaints and Feedback

16.1 The Company always welcomes feedback from its customers and, whilst the Company always uses all reasonable endeavours to ensure that its customers' experience is a positive one, the Company nevertheless welcomes the opportunity to resolve any complaints.

16.2 All complaints are handled in accordance with the Company's complaints handling policy and procedure.

16.3 If the Customer wishes to complain about any aspect of its dealings with the Company, including, but not limited to, these Terms and Conditions, the Hire Agreement, or the Equipment, please contact the Company in one of the following ways:

16.3.1 [In writing, addressed to Danielle Holt, Unit 9 Boundoak industrial estate, arborfield, RG2 9PN ;]

16.3.2 [By email, addressed to Danielle Holt – hire@ajhireco.co.uk;]

16.3.3 [By contacting the Company by telephone on 0118 9760324.]

17. Entire Agreement

17.1 The documents comprising the Hire Agreement, these Terms and Conditions and any other documents expressly incorporated into the Hire Agreement, contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

17.2 Each Party acknowledges that, in entering into the Hire Agreement, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the Hire Agreement.

18. Other Important Terms

18.1 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) without the Company's express written permission.

18.2 The Hire Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

18.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

19. Governing Law and Jurisdiction

19.1 These Terms and Conditions, the Hire Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

19.2 Any dispute, controversy, proceedings or claim between the Customer and the Company relating to these Terms and Conditions, the Hire Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the English Courts.