

STANDARD TERMS AND CONDITIONS OF HIRE

IMPORTANT

The Hirer must ensure that he is fully covered by insurance for his hire and use of the Machine, and understands and agrees that he is fully responsible for the loss, damage or subsequent damage including, without limitation, caused by misuse or neglect.

1. In this Agreement

- (a) The “**Owner**” or “us” means Cradock Tractors Ltd, Woodside, Yarnbrook Road, Heywood, Westbury, Wiltshire. BA13 4LW, whose details appear above and also below under “Owner’s Details”.
- (b) The “**Hirer**” or “you” means the individual or company detailed on the Hire Application Form and below.
- (c) The “**Machine**” means the machine described on the Hire Application Form (or, if you are an account customer, on your account records / order), any delivery note, invoice or any other machine supplied by the Owner as a replacement in the event of a breakdown.
- (d) A “**day**” includes part of a day or 8 hours.
- (e) A “**week**” means a period of 7 days including the day of delivery of the machine and the day of its return. 50 Hours max per week.
- (f) The minimum period of hire is dependent upon machine.
- (g) A “**month**” means a period of 28 days. 200 Hours max per month
- (h) A “**year**” means a period of 364 days or 1000 machine worked hours, whichever is the greater.
- (i) “**Force Majeure**” means events, circumstances or causes beyond a party’s reasonable control.

2. The Hirer agrees with the Owner:-

- (a) To pay a hire charge at the rate agreed for each week of hire of the Machine, such hire charge will be paid within 28 days of the date of termination of the hiring or as stated on any invoice sent during the hire period. Delivery & collection costs are not included in the above. If applicable delivery & collections costs will show separately on a final invoice.
 - (b) Subject to the condition 3 (a) to keep the Machine in good working order (fair wear and tear expected), to carry out day to day maintenance in accordance with the manufacturer’s recommendations including without prejudice to the generality of this requirement maintaining correct oil, water and battery levels, correct tyre pressures and appropriate lubrication by grease gun.
 - (c) To report to the Owner immediately any breakdown or damage of the Machine or weather conditions making it unusable, or any accident involving the Machine. Not to undertake any repairs or modifications to the Machine (other than punctures).
 - (d) If the hiring is from day to day to give at least one day’s notice of termination of the hiring or to pay one day’s hiring charge in lieu. If the hiring is for a fixed period to return the Machine to the Owner not later than 5.00pm on the last day of the agreed period.
- FIXED TERM & MINIMUM TERM HIRES:** Should the Hirer request an early termination during a pre-agreed fixed term or minimum term hire then 50% of the outstanding hire period will be chargeable as an “Early Termination” charge.
- (b) Any previous discounts applied for fixed term or minimum term rates which wouldn’t have been qualified for during the actual hire period will also be retrospectively charged, this will appear on the invoice as “Unqualified Discount Re-Charge”.
 - (e) To accept, subject to applicable law, complete responsibility for any personal injuries or other damage of any kind whatsoever suffered by the Hirer, his servants or agents, or any person whatsoever arising out of hiring of the Machine whether resulting from a breakdown or defect in the Machine itself or the wilful neglect act or omission of the Hirer or the operator or any other person (whether authorised to operate the Machine or not) or from any other cause whatsoever and to indemnify the Owner against all claims and liability in respect of such injuries and damage.
 - (f) Not to part with possession of the Machine or remove it to other premises than those to which it is delivered (or the “Site” as detailed on the Hire Application Form) except with the Owner’s consent in writing and not to charge or pledge the Machine in any way whatsoever.
 - (g) To permit the Owner to inspect the Machine on reasonable notice and to carry out such work thereon from time to time as the Owner may think necessary.
 - (h) To keep the Machine safe and to indemnify the Owner against loss or damage thereto including loss or damage (I) sustained in delivery of the Machine to the Hirer and the return to the Owner unless the delivery and return shall be performed by the Owner (II) caused by any third party (III) sustained in the cause of recovery of the Machine from bad ground and (IV) by theft or fire or frost.
 - (i) Not to permit the Machine to be operated by anyone other than a skilled operator or to be used in a manner or for the purpose for which it is not designed or reasonably suitable or for a purpose which is not covered by a road fund license for an agricultural machine.
 - (j) Not to remove from the Machine any safety guards, name plates, marks, numbers or notices affixed thereto.
 - (k) To pay any cost, damage, losses, charges and expenses incurred by the Owner or his agent in collecting arrears or any monies payable hereunder or in exercising any of the powers contained herein.
 - (l) Not to deface the Machine with stickers or any type of sign writing.
 - (m) To pay the cost of any repairs or replacements to the Machine becoming necessary as a result of the breach by the Hirer of the provisions of sub-paragraphs (b) (c) (g) (h) (i) (j) (k) and (l) hereof and without prejudice to the generality of the foregoing to pay the cost of repair or replacement of any power take off guard.
 - (n) The Hirer shall not rehire, sell or mortgage the Machine to any third party or persons. The Hirer shall not assign this Agreement to a third party without the prior written consent of the Owner.
 - (o) To give reasonable notice (24 hours) of off hire (ending of the hire period and / or cancellation of this Agreement) to allow prompt collection by the Owner and continuing insurances until collection by the Owner.
 - (p) To use the Machine only in accordance with the terms of this Agreement – this includes, without limitation:-
 - (i) within the Machine’s limitations and capacity,
 - (ii) within the agreed time limits (eg the agreed maximum hours per day) unless extended usage has been agreed in writing with the Owner,

(iii) to use the Machine only as appropriate and in appropriate conditions (including ground and weather conditions). For example, ground conditions must be suitable for use of mowers.

(q) To take note of any service due dates on the Machine as identified by the Owner and to allow the Owner to service the Machine on or around service due-dates as may be required.

(r) To carry out daily checks on any days that the Machine is used, such as for tyre pressure, water and cleaning off of debris and lubrication by grease gun.

3. The Owner agrees with the hirer as follows:-

(a) To deliver the Machine to the Hirer (or have it ready for collection as the case may be) in good working order and condition at the commencement of the hiring and in the event of a breakdown to put the Machine back in to good working order as soon as possible (providing that the breakdown is not due to wilful or negligent act or omission of the Hirer, his servants or agents, or the breach of the hirer of his obligations under this agreement)

4. It is further agreed as follows:-

(a) That the Owner shall be under no liability whatsoever to the Hirer in respect of any consequential loss, loss of business, loss of profit or other indirect loss however arising or from loss or damage due to late or non-delivery or breakdown of the Machine.

(b) That in the event of any breach by the Hirer of any of the Agreement the Owner shall be entitled forthwith to terminate the hiring and retake possession of the Machine but without prejudice of any rights of action of the Owner against the Hirer for arrears of hire charge or damages for breach of this Agreement.

(c) The acceptance of delivery of the Machine by the Hirer shall be conclusive that he has examined it and found it to be complete and in good order and condition and in every way satisfactory to him.

(d) Without prejudice to the provisions of condition 4 (b) the Hirer or Owner shall have the right to terminate this Agreement on giving 8 hours' notice.

(e) That the Owner shall have the right to make a charge additional to the quoted rate in the event of excessive wear on the Machine resulting from ground conditions.

(f) The Owner shall not be liable for any delay in delivery (or collection) of the Machine that is caused by a Force Majeure Event or the Hirer's failure to provide the Owner with adequate delivery instructions or any other instructions that are relevant to the supply of the Machine.

(g) Ownership of the Machine shall remain with the Supplier throughout.

(h) The Machine shall be at the Hirer's risk throughout the period of hire.

(i) That, without limitation to the other provisions of this Agreement the Hirer shall be liable, in its use (whether in taking delivery or otherwise) of the Machine in accordance with all applicable laws – this includes, without limitation compliance with any DVLA regulations, use of agricultural machinery on roads, Health & Safety and other applicable law.

5. Legal Construction. These terms and conditions and the overall Agreement shall be interpreted and take effect as an English contract in accordance with the laws of England and the customer/ hirer agrees to submit to the jurisdiction of the English courts.

(a) By signing below, you confirm the Machine is in accordance with the details on the Hire Application Form and that you are competent in (and insured for) using the Machine

(b) Nothing in the Agreement limits any liability which cannot legally be limited.

6. Data Protection.

The Owner respects the privacy of its customers, its future customers and staff and aims to act consistently with the Data Protection Act 2018 and subsequent regulations such as under the General Data Protection Regulations (GDPR) 2018. To view our Data Protection Policy please contact us.