

## CONDITIONS FOR THE HIRING AND SALE OF MODULAR AND PORTABLE BUILDINGS AND ANCILLARY EQUIPMENT

### 1.0 Definition of Terms

- 1.1 “The Owner” is the Company, firm, or person(s) letting the equipment on hire and includes its or their successors.
- 1.2 “The Hirer” is the company, firm, or Person(s) Corporation or authority specified in the Hire Contract and includes its or their successors or personal representative.
- 1.3 “Equipment” covers all the classes of modular/volumetric and portable buildings, mobile units and trailers, erectable structures, accessories, and ancillary equipment, which The Owner agreed to hire to The Hirer.
- 1.4 “Hire Contract” means the document or documents that contain these conditions and the other terms and details forming the hire agreement between The Hirer and The Owner.

### 2.0 Availability of Units

- 2.1 All Equipment is offered subject to availability at the date of receipt of the Hirers official order or written instruction.

### 3.0 Extent of Contract

- 3.1 No conditions or warranties other than herein specifically set forth shall be implied, unless specifically stated.

### 4.0 Contents, Licences and Permissions

- 4.1 The Hirer shall obtain all permissions, consents and licences required for the Equipment under any statute, regulations, or bylaw and in due time comply with any conditions imposed in respect thereof.

### 5.0 Delivery in Good Order Suitability

- 5.1 The Equipment shall be deemed to be in good order and condition in accordance with the terms and contract and to the Hirer’s satisfaction unless the Owner receives notification within three days of the Equipment being delivered to site.
- 5.2 No warranty is given that the Equipment is suitable for the purpose required by the Hirer.

### 6.0 Access Route

- 6.1 The Hirer will provide a safe and suitable access route for all support vehicles and personnel during delivery, collection and servicing. It is the responsibility of the Hirer to ensure the ground conditions are safe and adequate for all support vehicles and to provide the necessary equipment to carry out this operation.

### 7.0 Loading & Unloading

- 7.1 The Hirer shall be responsible for the unloading and reloading of the Equipment on site and any driver supplied by The Owner shall be deemed to be under the Hirers control and the Hirer shall be responsible for any damage caused.

### 8.0 Connection of Main Services \*

- 8.1 Connection and disconnection of main services on site is the responsibility of the Hirer
- 8.2 Where mains services have been connected to the Equipment the Hirer must disconnect prior to collection and return the equipment in its original condition

8.3 The Equipment will be electrically tested prior to delivery by the Owner thereafter the Hirer shall be responsible for complying with all relevant laws, bylaws, regulations, and statutory undertakings applicable to the use and operation of the Equipment including formal visual and operational testing.

### **9.0 Maintenance, Care and Alterations**

9.1 The Hirer shall be responsible for maintaining the Equipment in the same condition as on the date of the delivery using the same in a workmanlike manner and returning the Equipment on completion of hire in a good and clean condition (fair wear and tear accepted). Any loss and damage to the Equipment shall be charged to the Hirer.

### **10.0 Inspection**

10.1 The Hirer shall at all times allow the Owner, its employees, servants, agents, and/or sub-contractors to have reasonable access to the Equipment to inspect, test, adjust, repair, or replace the same.

### **11.0 Periods of Hire**

11.1 Unless otherwise provided for in this Agreement, the period of hire commences on the day the Equipment leaves the Owner's premises and terminates on the day it is received back there or on a site nominated by the Owner, both days being included in the period of hire.

### **12.0 Termination \***

12.1 The Hire Contract shall be terminable by the Hirer giving to the Owner written notice. The relevant notice period shall be:

- (a) For all jacklegs and wheeled Equipment seven (7) days.
- (b) For all Modular/Panel Buildings eight (8) weeks.

Unless otherwise specified in writing on the Hire Contract, the Hirer shall be responsible for rental of the Equipment for the minimum period as specified within this Hire Contract whether the hiring of the Equipment continues or not.

12.2 The Owner shall be entitled to terminate the Agreement forthwith and repossess the Equipment (i) in the event of the failure of the Hirer to comply with any of the conditions herein contained, or (ii) if any proceedings are commenced in which the solvency of The Hirer is called into question. Such termination will not affect the Owners rights to recover from the Hirer any money due under this Agreement or damages for breach of contract.

12.3 It is the responsibility of The Hirer to make the Equipment available to the Owner, its employees, servants, agents and/or subcontractors at the end of the termination of the hire period.

12.4 If the hire is terminated prematurely the Owner is entitled to payment in full for the minimum hire period as stated on the Hire Contact.

### **13.0 Loss and Damage**

13.1 During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Equipment or extra chargeable items from whatever the cause the same may arise (fair wear and tear accepted). The hire period will be deemed to continue until a lost, stolen, or damaged unit is paid for.

13.2 The Owner accepts no liability or responsibility for any loss or damage due to or arising from the Equipment becoming unusable or uninhabitable through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the equipment and its contents, or through failure of the equipment due to inadequate foundations having been provided by the Hirer or its not having been erected in a proper manner.

- 13.3 The Owner does not accept liability for any costs incurred by the Hirer due to the delay or cancellation of a delivery, installation, dismantle or collection caused by inclement weather or any other occurrences outside the direct control of the Owner.
- 13.4 The Owner reserves all rights to charge the Hirer for all costs the Owner has incurred due to the delay or cancellation of a delivery, installation, dismantle or collection, caused by inclement weather, or any other occurrence outside the direct control of the Owner.
- 13.5 The Hirer shall insure all the Owners employees, servants, agents and/or sub-contractors whilst on the Hirer's site/property against all acts of negligence.
- 13.6 The Owner shall advise the Hirer of any damage found to the Equipment or missing extra chargeable items within 3 working days of the return of the Equipment. If a full breakdown cannot be given within 3 days, then a Notice of Damage letter will be issued within 3 days.
- 13.7 If the damage or shortage is disputed the Hirer shall have 5 working days to inspect the damage at the Owner's nominated location.

#### **14.0 Insurance \***

- 14.1 The Hirer shall issue and keep the Owner's Equipment and its accessories comprehensively insured (valid Hired In Plant Insurance) to cover each item on the contract to the full replacement value thereof during the full period of the hire against all normal risks including loss or damage by fire, accident, or any other cause and to ensure that the Owner's interest in the Equipment is noted on the insurance Policy. The Hirer hereby irrevocably appoints the Owner to be the Hirer's sole agents and the only persons to receive all moneys payable under such insurance and to negotiate, agree or compromise with the insurers as to the amounts so payable. Any insurance money payable shall be applied as follows:
  - 14.2 If the Equipment is damaged and in the opinion of the insurers it can be economically repaired, in making good the damage.
  - 14.3 In any case, at the option of the Owner either in replacement by other similar equipment to which the Agreement shall then apply or in compensating the Owner for all loss suffered as a result of the loss or damage, any surplus being paid to, and any deficiency made up by the Hirer.
  - 14.4 Indemnify the Owner in respect of any claim made against the Owner and all damages, costs and expenses suffered or incurred by the Owner as a result of any claim by a third party in respect of the state, condition or use the Equipment or in any way arising out of its hire under this Agreement.
  - 14.5 It is the responsibility of the Hirer to insure their companies own contents. No liability will be attached to the Owner for any consequential loss (including loss or profit and/or loss of contract) or damage to the contents due to any failure in the Equipment.

#### **15.0 Consequential Loss to Third Party and to the Owner**

- 15.1 No liability will attach to the Owner for any consequential loss (including loss or profit and/or loss of Contract) or damage due to any failure in the Equipment or non-arrival or late delivery of the Equipment or any breach of the agreement/ contract whatever by the Owner for any cause whatever, including the negligence of the Owner or its employees, servants, agents, and/or contractors.

#### **16.0 Rental and Payment Terms \***

- 16.1 The hire charges payable under this Agreement shall be paid by the Hirer punctually and within 30 days from date of invoice (unless stated on the Contract or Customer Agreement) to the Owner during the continuance of the hire period (as defined in clause 11.1) and no allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the Equipment shall not be used by the Hirer.

- 16.2 Additional days at the end of the hire period shall be rounded up and charged as complete weeks at the discretion of the Owner.
- 16.3 The Owner reserves the right to amend hire rates by giving one calendar months' notice in writing to the Hirer at any time after the minimum hire period stated on the contract has expired.
- 16.4 If any or all payments under this Agreement are not made when due the Owner will be entitled to interest on the amount that is overdue at a rate per annum compound of four per cent (4%) above the prevailing base rate of the **Bank of England** calculated on a daily basis without prejudice to any other rights or remedies the Owner may have. The Hirer will also pay all charges and costs the Owner reasonably incurs in the recovery of the outstanding money or Equipment.
- 16.5 Payment terms are strictly within 30 days of invoice date (unless stated on the Contract or Customer Agreement).
- 16.6 The Hirer must notify the Owner in writing of any dispute regarding an invoice within 30 days from the invoice date ("Dispute Period"). The notice must specify the disputed amount, the reason for the dispute, and any supporting documentation.
- 16.6.1 Upon receiving a dispute notice, both parties shall engage in good faith efforts to resolve the issue within 30 days.
- 16.6.2 The Hirer shall pay any undisputed portion of the invoice by the due date.
- 16.6.3 If no dispute is raised within the Dispute Period, the invoice shall be deemed accepted, and the full amount shall be payable as per the agreed payment terms.

#### **17.0 Transport \***

- 17.1 The Hirer shall pay the cost of the transport of the Equipment from the Owner's depot to the site and return to the named depot or any other site nominated by the Owner on completion of the hire period unless specifically stated otherwise on the Contract.
- 17.2 The Hirer will pay for any additional time and attendance including any pre-arranged delivery or collection attempts by the Owner, which are unsuccessful due to the acts and/or omissions of the Hirer.
- 17.3 The Owner accepts no liability for any cost incurred by the Hirer due to delay or cancellation of a delivery or collection due to inclement weather and reserves the right to charge the Hirer for any costs incurred through such delay or cancellation, and the Equipment will remain on hire until collected.
- 17.4 Where it has been agreed that the Hirer will collect or return a mobile unit (trailer), the Hirer is responsible for performing a daily check to ensure roadworthiness for the public highway, any defects must be reported to the Owner
- 17.5 Where it has been agreed that the Hirer will collect or return a mobile unit (trailer), the Owner reserves the right to carry out a mechanical inspection on return, the inspection and any repairs are chargeable to the Hirer

#### **18.0 Servicing of Toilets \***

- 18.1 If the welfare unit contains one or more toilets, the Owner will carry out one weekly service of each toilet, additional services can be requested but will be chargeable.
- 18.2 The Owner reserves the right to vary the day of service each week.
- 18.3 The Hirer is responsible for ensuring clear access for the toilet service vehicle/tanker, and any access restriction will result in a chargeable aborted service.
- 18.4 The Hirer is responsible for clearing any blockages caused from misuse of the toilet or use of unapproved products (including but not limited to handtowels, blue roll, etc).

**19.0 Sub-Let and Change of Site \***

- 19.1 Except as provided for in clause 18.2 the Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment or its contents and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damages, cost, charges and expenses that may be occasioned by any failure to observe and perform this condition except in the event of government requisition.
- 19.2 The Hirer shall not assign their rights hereunder nor sub-let or lend the Equipment or any part thereof to a third party without the prior written consent of the Owner.
- 19.3 The Hirer shall not move or relocate the Equipment from the site and position to which it is delivered or consigned unless prior written consent has been obtained from the Owner

**20.0 Environment \***

- 20.1 A cleaning charge per single modular unit (jackleg), mobile (wheeled) or module building will be levied on the Hirer by the Owner for cleaning when the equipment is returned to the Owner following the collection. Hirers will be advised of the charges prior to invoicing. This charge will not be actioned should equipment be returned in the condition it was delivered.
- 20.2 The Hirer must ensure all waste is cleared from the Equipment before collection, and the Owner reserves the right to charge the Hirer all costs incurred for removal and disposal of waste or employing a Specialist Contractor to remove and dispose of any unidentifiable/hazardous waste.

**21.0 Cancellation Charges**

- 21.1 Should the Hirer cancel their order prior to the delivery of the Equipment the Owner is entitled to payment for all preparation costs.

**22.0 Identification Marks \***

- 22.1 The Owner retains the right to affix a mark, plate or branding on the Equipment identifying it as the Owner's property and the Hirer shall not remove, deface, or cover up the same.
- 22.2 The Hirer shall not brand the Owner's Equipment as their own without prior written approval

**23.0 Sale of equipment \***

- 23.1 Where the sale of equipment has been agreed, the buyer agrees to make full payment at least 24-hours before collection or delivery is made.
- 23.2 Where a sale involves a second-hand or used product the items are sold as Buyer Beware; sold as seen with no warranties offered or accepted and buyers are responsible for making sure that the item works to their satisfaction before purchase.

**24.0 Reserved Rights**

- 24.1 If the Owner does not enforce any or all of these conditions it shall not amount to, or be interpreted as, a waiver or any of the Owner's rights.
- 24.2 If any term or condition in this Agreement is illegal or unenforceable, in whole or in part, the provision of part shall to the extent necessary be deemed not to form part of this Agreement and shall not affect the validity and enforceability of the remainder of this Agreement.

**25.0 Headings**

- 25.1 The headings shown are for reference only and they do not in any way alter or affect the interpretation of these Conditions.

*\* contains amendments from the standard MPBA terms*