

# **M.P. HIRE LIMITED**

## **GENERAL CONDITIONS OF HIRE**

### **1 HIRE CHARGES**

The Hirer is responsible for paying the hire charge which is set out in the contract. Hire charges will start from the date and time specified in the Contract and will continue throughout the period of hire. The period of hire will not terminate until the equipment is restored to M.P. Hire in a clean state and in full working order and until M.P. Hire has issued a written receipt confirming that the equipment has been returned as stated. A hire charge will be made for each day, including weekends and Public Holidays, when the equipment is in the possession of the Hirer. All hire charges must be paid net cash monthly and if any payments become overdue M.P. Hire shall be entitled to interest at Midland Bank Plc. base rate plus 5% calculated on a daily basis. In addition the hirer shall be responsible for any legal or other charges incurred by M.P. Hire in connection with the recovery of outstanding hire charges or equipment.

### **2 CARRIAGE CHARGES**

Hire charges do not include carriage. Any expense incurred by M.P. Hire in delivering or recovering the equipment will be charged to the Hirer and will be payable at the end of the first month's hire or at the termination of the hire period whichever shall be sooner.

#### **3.1 RESPONSIBILITY OF HIRER:**

The Hirer is responsible for any loss or damage( including punctures) as well as excessive wear and tear to equipment during the period of hire.

**3.2** The Hirer is also responsible for Insuring the equipment for full new replacement value for the duration that the machine/machines are in their possession whether they are on or off hire, and they are obliged to produce to M.P. Hire on demand evidence of the insurance arrangements. The insurance cover shall be against loss, theft or damage beyond economic repair to the equipment on a new replacement value basis. If a claim is made by the Hirer to an Insurance Company the Hirer shall hold any money paid out by the Insurers on trust for M.P. Hire and shall pay such money to M.P. Hire on demand.

**3.3** The Hirer must ensure that the equipment remains safe, serviceable and clean. If the equipment break down or ceases to work M.P. Hire must be notified immediately and

the Hirer shall not attempt to repair the equipment unless previously authorised by M.P. Hire.

- 3.4** The Hirer must not remove the equipment from the specified site specified in the Contract unless authorised in writing by M.P. Hire.

#### **4 NON-RETURNED, LOST, STOLEN, DAMAGED OR DIRTY EQUIPMENT**

The Hirer is responsible for returning the equipment in good and working order and will pay M.P. Hire any expense incurred by M.P. Hire in recovering the equipment or and rectifying the condition of any equipment which is returned in a damaged or dirty state. The Hirer will also indemnify M.P. Hire against any loss caused to M.P. Hire as the result of lost or damaged equipment being unavailable for hire to other customers.

#### **5 ACCESS RIGHTS**

The Hirer hereby authorises M.P. Hire to enter upon any premises where the Hirer's equipment is located in order to inspect, test, repair or repossess the equipment.

#### **6 PERIOD OF HIRE**

The period of Hire is defined as a maximum of 28 days in all circumstances.

#### **7 TERMINATION**

M.P. Hire shall be entitled to terminate the contract with the Hirer at any time if the Hirer is in breach of these conditions.

#### **8 DEFINITIONS**

M.P. Hire is Michael Powell Agricultural Machinery Hire of The Elms, Newtown N'r Wem, Shropshire

The Hirer is the person/Firm/Company or Public Authority which has hired the equipment from M.P. Hire.

The Equipment is the Agricultural Machinery or other plant named and described in M.P. Hire's Machinery Hire Contract.