

FH and J Alviti Ltd
Robocut Hire Terms and conditions

Definitions:

The “owner” is the company (FH and J Alviti Ltd.)

The “Hirer” is the customer, company, firm or person, corporation or public authority taking the “owners” plant on hire.

“Plant” covers all classes of plant, machinery, equipment and accessories which the “owner” agrees to hire to the “hirer”.

Including plant they own or have cross hired.

- Machines are hired in conjunction with the following:
- Delivery notes to be signed by an authorised person on delivery or collection. If this is not possible we will take it that when ordering the machine that you have checked our hire conditions and you have agreed to abide by them.
- Insurance of all self-drive hired “plant” & equipment is the responsibility of the “hirer” your responsibility does not stop when you phone your off hire through it’s your responsibility until the “plant”& Equipment has been collected by FH and J Alviti Ltd. from site or returned to FH and J Alviti Ltd. yard.
- Any damage to the “plant” will be charged if the “plant” has to be withdrawn from hire, the hire rate will continue until the “plant” is repaired or settlement of replacement value is received in full.
- Retrieval of “plant” from: wet ground, steep slopes, sea and accident damage etc. will be charged to the “hirer”.
- **It is the “hirers” responsibility to check and maintain oil, water and fuel levels** and tyre pressures/track tensions, and **grease the machine daily**, please inform us on delivery if the grease gun is not present on the machine at the time of the delivery.
- **It is the “hirers” responsibility to ensure the machine is kept clean with debris being routinely cleared from around the engine and hydraulics, as this can present a serious fire hazard.**
- It is the “hirers” responsibility to ensure the machine is returned clean, with cleaning at the end of the hire period being chargeable to the “hirer”
- Punctures & tyre/track damage to “plant” on self-drive will be the responsibility of the “hirer” to get repaired or replaced.
- Punctures and tyre/track damage on operated plant are the “hirers” responsibility to get repaired, we the “owner” will continue to charge the machine & operator hours whilst this is being done.
- All advice is given for guidance only, no responsibility or legal liability will be accepted by us it is the responsibility of the “hirers” to accept or reject or check the validity from other sources.
- Access to “plant” needs to be made possible at all reasonable times for us, or our fitters to check, carry our repairs or exchange “plant” etc.
- **Self-drive “plant” hire can be charged on a daily or weekly basis and is based on a 8 hour working day during a 24 hour period.** Hire period for

weekly self-drive is based on 40 hours per week, which can be spread over 7 days, extra hours will be charged for. If the hire exceeds a week it will be based on additional weeks or additional days being charged at a percentage of the weekly rate (e.g.: 1 extra day = .20% of the weekly rate).

- On self- drive hire, “plant” is to remain on the site address given to us, or that we have delivered to, we are to be notified if the “plant” is to be moved to a different location.
- Terms: 28 days from invoice date or if the first hire we will require payment in advance, accounts not used within the last 6 months will be asked for the payment in advance also. Accounts overdue will be charged at 2% per month or part of.
- “Plant” is only to be operated by competent operators preferably experienced operators with a responsible attitude to health & safety.
- All “plant” is manually filled with fuel up into the filling pipe of the tank; we do not go by any gauges, as there can be a considerable difference between them. This needs to be the same when “plant” is returned into the yard, or the difference will be charged.
- The “hirer” is responsible for the plant he hires, if he loans, does a favour or anything else he is still responsible, the machine when off hired will come back to our yard to be checked, it will not go from one hire to the next.
- **The “hirer” is to be indemnified fully and completely regards claims by anyone regarding injuries, death, loss, damage to property however caused and cost and charges arising from and in connection with the use of the “plant” whether or not arising under statute or common law or from negligence or breach of duty or wrongful act or omission of the “owner” or employees.**
- The “owner” shall not be liable for any consequential expenses. Liabilities losses claims or proceedings what so ever caused by or arising from late delivery, no delivery, unsuitability of “plant”, break downs or defect of “plant”.
- Insurance: it is the “hires” responsibility to insure all plant hired from FH and J Alviti ltd. and 3rd party risk, a copy may be asked to be seen and photo copied for our records, we are to be informed immediately of any change in your insurance and if and when an incident occurs, if this does happen no admission of any liability for anything to be given.
- If any conditions in law are deemed as invalid it will only invalidate that condition and all the others will still be valid.
- No alterations or additions are to be made to the “plant” whether temporary or permanent
- The “hirer” sends the “plant” out in good condition it does not guarantee that it is the correct “plant” for the job.
- If the “plant” develops a fault of any type it is the duty of the “hirer” to inform the “Owner” of this and a fitter will be sent as soon as possible to fix or arrange replacement item of “plant” as soon as possible.
- The “hirer” shall not remove, deface or cover up the “owners” name plate or mark on the “plant” that it is his/hers property.
- “Plant” returned from hire in an excessively dirty condition i.e., mud, concrete etc. will be charged extra for cleaning. We ask all “plant” to be returned in the condition it was sent out in.
- Transport to and from site of “plant” is not inclusive in the hire rate, but is available if required, but is chargeable.

- All prices quoted are in £ sterling and will be subject to vat at the current rate.
- The “Owner” Reserves the right to cease the hire and retrieve the plant at any time should the “owner” have reason to.
- Operated plant: hours signed for will are the hours charged.
- Operated daily: hours charged will be inclusive of travelling to and from site.
- Operated plant for more than a day: hours charged will be inclusive of travelling to and from site. On the first and last day.
- All the above terms and conditions are not to be altered or over ridden by the “hirers” conditions in any way.