



R. T. MACHINERY Ltd
LINKING VALUE WITH SERVICE

Hill Farm Buildings
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Mobile: 07740 483175
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www.rtmachinery.co.uk
Company No 5003780
VAT No 7654 47009



| |
|------------|
| Date |
| Contact |
| Order No |
| Account No |
| Hire out |
| Hire in |

HIRE CONTRACT HC

| | | |
|-------------------------|--------------|------------------------------|
| Customer Tel | Site address | Identity known yes / no |
| | Tel | Vehicle Reg No |
| | | Credit card / D licence No |

| Stock No | Equipment hired | Rate | Term | Period | £ | p |
|---|-----------------|-------|------|--------|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Sale goods, consumables & other charges | | Taken | Used | Each | £ | p |
| | | | | | | |
| | | | | | | |

We charge for all time out, not time used, including Saturdays, Sundays & Bank Holidays

| | | |
|---|--|---|
| WRITTEN SAFETY INSTRUCTIONS GIVEN Yes <input type="checkbox"/> Not appropriate <input type="checkbox"/> | DEMONSTRATION Given <input type="checkbox"/> Operator experienced <input type="checkbox"/> Not appropriate <input type="checkbox"/> | PERSONAL PROTECTIVE EQUIPMENT TAKEN Advice given & taken as listed <input type="checkbox"/> User has own equipment <input type="checkbox"/> |
|---|--|---|

| | | |
|-----------------------------|--|---|
| Off hire charges | | . |
| Delivery by our transport | | . |
| Collection by our transport | | . |
| Sub total | | . |
| V.A.T. @ | | . |
| Refundable deposit | | . |
| Total due | | . |

INSURANCE

You, the Hirer, must ensure that you are properly covered by insurance in respect of any liability, including theft, falling upon you under this contract and accept the total replacement value of above equipment is:

£

I am the Hirer, or have authority to make this contract on the Hirer's behalf. I am aware of the conditions of the contract overleaf and agree to be bound by them.

.....
Name in caps

.....
Signature

I have received the equipment detailed above in good order and have received instructions in its safe and proper use which I will pass on to the end user.

.....
Name in caps

.....
Signature

Off hire information

The above equipment has been collected/returned to the hire centre on:-

----- / ----- / -----

and inspected by:

and found to be:

- IN SATISFACTORY CONDITION
- DAMAGED
- HAVE ACCESSORIES MISSING
- OFF HIRE SIGNATURE

REPORT OF CONDITION / ITEMS MISSING

CHARGE DUE £ : p

TERMS & CONDITIONS OF BUSINESS. 'NON-CONSUMER SALES'

In these terms and conditions of business, the following shall have the following meanings:

'The Company' shall mean R. T. Machinery Ltd.

'Customer' shall mean the other party to a contract for goods and services supplied by the Company.

'Goods' shall mean the goods or services supplied by the Company to the Customer.

GENERAL

1. Any variations of these terms and conditions in any document of the customer are inapplicable unless accepted in writing by the Company. The Company are only willing to trade on the terms as listed below any other terms are specifically rejected.
2. For the purposes of section 24(1) of the Unfair Contract Terms Act 1977 the Company hereby gives notice to the Customer that the case of many of the goods supplied by it resort may be had by the Customer to the manufacturer under the manufacturer's warranty should the customer have any grievance with regard to the goods supplied. Many of the goods supplied by the Company are so supplied under the provision of international supply contracts defined by section 26 of the Unfair Contracts Terms Act 1977.

QUOTATIONS

3. All quotations are invitations to treat and no order is binding on the Supplier until, confirmed by issue of the Supplier's Order Acceptance.

PRICE

4. Any price quoted by the Company or appearing on any literature published by the Company is subject to variation without notice. Prices payable are ex works and ex VAT and are those charged by the Company at the date of dispatch. Prices are also subject to packaging and carriage charges at extra cost.

DELIVERY AND CONSEQUENTIAL DAMAGE

5. The hire period for which the Hirer is liable to pay hire charges commences on the day of delivery or collection and finishes on the day of collection or return notwithstanding that collection or return may be later than the last hire day entered on this document.
6. The risk with the hired plant transfers on delivery to the Hirer notwithstanding that ownership remains with the owner. The Hirer is responsible for insuring the plant fully comprehensive and shall indemnify the owner in respect of the value of the plant and all consequential expenses and or losses including any hire charges forgone.
7. While the Company will do its utmost to adhere to any time stated for delivery it shall not be liable for any loss or damage howsoever caused by any delay in delivery completion or performance of any contract and any time stated for delivery shall not be a term of any contract or a representation. In the event of the Company being unable to supply or deliver goods ordered it undertakes to refund any money paid in respect of such goods but shall not otherwise be under any liability whatsoever. The Company shall not in any event be liable for consequential damage or loss.

GOODS IN TRANSIT

8. Although the Company shall not be liable for any damage or loss caused by or occurring during transit of goods from the Company's premises it will endeavor to seek recovery from its carriers the amount of any damage or loss aforesaid but only if notification of such is given by the Customer to the Company in writing within 3 days of same having been sustained.

TERMS OF PAYMENT

9. Unless alternative terms of payment are agreed in writing by the Company the Customer shall make payment in sterling at the Company's premises not later than the 20th day of the month immediately following the Company's invoices and shall pay if required to do so by the Company interest on all overdue accounts at the rate of 3% per month accruing on a daily basis. If the Customer shall fail to pay any monies properly due by the due date he shall lose the benefit of any previously agreed discount and the price of the goods in respect of which payment has not been made by the due date shall be increased accordingly.

If an account is not questioned in writing to the Company within 14 days of the date of the account it will be deemed to be correct. In the event of any resale by the Customer to a third party of the Company's goods, the beneficial entitlement of the Company shall attach to any claim against the Customer's purchaser and to any proceeds of that sale and the Customer shall have a fiduciary duty to account to the Company for the claim and the proceeds. Where the proceeds of such sale are received by the Customer, the Customer shall keep them in a separate account as agent for the Company until the amount due to the Company is paid in full.

USE OF GOODS

10. The customer must satisfy himself that any goods ordered by him are suitable for his purposes. The Company hereby gives notice that none of its officers or employees are authorised to advise or recommend the suitability or otherwise of any product or products and will not accept responsibility for any damage or loss directly or indirectly arising as a result of any incorrect or inadequate advice or recommendations.
11. The owner accepts no liability whatsoever for damage or accidents caused whilst operating hired plant except only that liability for death or personal injury as a result of negligence may not be limited or excluded by any contract term.
12. The Hirer shall take effective measures to prevent any untrained operator, children or animals coming into contact with the plant.
13. The owner reserves the right to terminate the hire at any time.

BANKRUPTCY ETC OF CUSTOMER

14. In the event of any distress or execution being levied against the Customer or in the event of any act of bankruptcy or any arrangement of composition with creditors or any offer by the Customer to make such arrangement or composition or in the event of any resolution or petition for the winding up of the Customer or the appointment of a Receiver in respect of the Customer's business or the equivalent of any of the above the Company shall at its option be entitled to determine forthwith any contract under which the Company shall not by then have wholly performed its obligations but without prejudice to the right of the Company to be paid for any orders in part fulfilled by the Company under such contract prior to such determination.

RETURN OF GOODS

15. Goods on special order may not be returned for credit. No goods will be accepted by the Company for credit replacement or repair unless previously agreed in writing. Invoice numbers must be quoted when returning goods. The Company reserves the right to levy a handling charge in respect of returned goods.

WARRANTIES

16. Subject to the appropriate statutory limitations no condition is to be made or to be implied nor is any warranty given or to be implied as to the quality life wear or suitability of any goods supplied by the Company.

LAW OF CONTRACT

17. Any contract entered into by the Company shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.