



## **TERMS & CONDITIONS FOR HIRING OF MOBILE VARIABLE MESSAGE SIGN (MVMS) EQUIPMENT & FOR HIRING OF PCMS EQUIPMENT**

The following Terms & Conditions shall apply to the Hire Agreement made between:

1. Mobile Visual Information Systems Limited, Co Reg No 08130402 whose registered office is at Bankside, 300 Peachman Way, Broadland Business Park, Norwich, NR7 0LB ("the Owner")
2. The company, firm or person referred to in the Hire Agreement which shall include its successors or assigns ("the Hirer")

### **IMPORTANT NOTE**

These Terms and Conditions relate to the hire of Plant and Equipment only. Unless otherwise agreed in writing by the Owner it is the entire responsibility of the Hirer and at the Hirer's risk to obtain at its own expense throughout the Period of Hire a risk assessment and any necessary consents required by the relevant Highway Authority and/or any other statutory body for the siting, use and suitability of the Plant and Equipment and any Traffic Management Information that may be displayed on it before being brought into use at its intended location and in the event of its removal to any alternative location. The Hirer shall, on demand, produce written evidence of the obtaining of such risk assessment(s) and consents together with evidence of compliance with all relevant legislation relating to the siting and use of the Plant and Equipment.

#### **1. Definitions**

- 1.1** "Advice" means any designs, drawings or specifications in relation to the Plant or any Information, advice or guidance as to the planning supervision or control of the Hirer's operation of the Plant or the placing or installation of it
- 1.2** "Holiday Period" means any Public Holiday over Easter, Christmas, New Year and any other Bank or Public holidays
- 1.3** "Owner's Employee" shall mean any employee of the Owner whose job is either to operate the Plant or to provide any other services in connection with the Plant to the Hirer.
- 1.4** "Plant" means the plant equipment and machinery listed in the Hire Agreement which the Owner has agreed to hire to the Hirer.



## **2. General**

**2.1** Hire rates are as specified in the Hire Agreement.

**2.2** The Hire Term as specified in the Hire Agreement shall include any time whilst the Plant remains in the Possession or control of the Hirer including any holiday period

**2.3** Weekly rates are for a 24 hour 7 day week.

**2.4** These Terms and Conditions shall apply to the hire of all Plant by the Owner to the Hirer and shall not be overridden by any Terms and Conditions of the Hirer.

**2.5** No variation of these Terms and Conditions will be effective unless agreed in writing by a Director of the Owner. Any terms other than those expressly set out in these Terms and Conditions are hereby excluded.

**2.6** The placing of an Order by the Hirer and its acceptance by the Owner shall be deemed to be full and conclusive acceptance of these Terms and Conditions by the Hirer unless otherwise agreed in writing

**2.7** These Terms and Conditions shall be governed by and construed according to English Law and subject to the exclusive jurisdiction of the English Courts

## **3. Basis of charging**

The Plant is hired to the Hirer subject to these Terms and Conditions and to the terms set out in the Hire Agreement. The Hirer agrees to pay the monthly rental and other charges which will commence from the time and at the rate(s) shown in the Hire Agreement and continue until the Plant is returned to or collected by the Owner and a receipt issued by the Owner.

## **4. Other charges**

Hire charges relate solely to the hire of the Plant. They do not include fuels/oils or lubricants supplied with the Plant, carriage to and from the Owner's premises, charges in relation to the supply of an Owner's Employee, or any other costs incurred by the Owner, all of which will be chargeable separately to the Hirer at the prevailing hourly charge for any hour or part hour thereafter.

When carriage charges are quoted by the Owner these charges will include a charge for a maximum of 30 minutes attendance by the Owner's vehicle at the address specified by the Hirer. Further time will be chargeable to the Hirer. VAT shall be payable in addition to any charges quoted or due.

## **5. Charges relating to Owner's Employees**

The Hirer will pay the specified prevailing hourly rates for each Owner's Employee supplied with the Plant and such rates are payable whether or not the Owner's Employee is actually engaged operating the Plant or providing any other service in connection with the Plant. The Hirer shall sign the time record sheets of the Owner's Employee daily or weekly. The signature of the Hirer's representative shall be conclusive and bind the Hirer to pay for the hours shown on the time record sheets and the amount payable accordingly. All travelling time, fares and expenses for Owner's Employees whether during, at the beginning or the end of the hire period are payable by the Hirer.

## 6. Payment Terms

All charges are payable on demand except that payment terms for authorised credit customers are 30 days from the end of the month in which the invoice is dated. The Owner shall be entitled to charge interest at the rate of 4% above the prevailing base rate of Nat West Bank PLC calculated on a daily basis, from the due date to the date of settlement. If the Hirer fails to settle any invoice by the due date other than for a valid reason all other outstanding invoices shall be payable forthwith.

## 7. Loading and unloading the Plant

Except when the Owner has agreed to deliver and collect Plant at the Hirer's expense the Hirer shall be responsible for loading and unloading the Plant at the Hirer's premises or site and at the Owner's premises at the end of the Term (if required) entirely at the Hirer's risk. Any Owner's employee who assists in loading or unloading the Plant in such circumstances shall be deemed to be under the sole control and direction of the Hirer and the provisions of clause 8 shall apply accordingly

## 8. Responsibility for Owner's Employees

In circumstances where an Owner's Employee is supplied by the Owner with the Plant for the purposes of unloading, preparation or operation of the Plant at the request and direction of the Hirer:-

**8.1** the Owner's employee shall for all purposes be deemed to be the servant or agent and acting under the supervision, direction and control of the Hirer who shall be responsible for all claims arising therefrom

**8.2** to the extent permissible by law the Owner shall have no liability for any loss or damage caused by any act or omission of the Owner's employee and the Hirer shall fully and completely indemnify the Owner in respect of all claims including all costs and charges by any person or injury to person or loss or damage to property howsoever caused.

## 9. Advice

If the Owner or any of the Owner's Employees give any Advice it is provided strictly on the basis that it is for guidance only and without any legal responsibility being accepted. The onus shall be on the Hirer to verify the accuracy, suitability and/or appropriateness of such Advice and to accept or reject it accordingly. The Hirer shall fully and completely indemnify the Owner and the Owner's Employees against all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from the giving of such Advice whether arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owner's Employees.

## 10. Responsibility of persons signing

The Hirer and the person signing the Hire Agreement jointly and severally warrant that the signatory has the full Authority of the Hirer to enter into the Hire Agreement on the Hirer's behalf.

## 11. Delivery in good order

On delivery the Hirer will be afforded the opportunity to inspect the Plant and to confirm that it is in good working order and free from damage and to sign for it accordingly. If the Plant has been accepted on site on behalf of the Hirer the Plant shall be deemed to be in good working order and wholly free from damage at the time of delivery. Any defect, damage or shortages of Plant must be notified to the Owner within 24 hours of the commencement of the hire period and confirmed in writing within 72 hours. If the Hirer fails to do this hire charges will continue and the Hirer will be responsible for the cost of repairing defects or damage or replacing shortages in accordance with Clause 12.

## **12. Lost, stolen, non returned, damaged or unclean Plant**

**12.1** The Hirer will immediately notify both the Owner and the police of any loss or theft of the Plant. If the Plant is not returned or is returned incomplete or damaged the liability of the Hirer for the Hire Charges shall only cease when the Hirer pays to the Owner the appropriate repair or replacement costs for incomplete or damaged items of Plant or in the case of unreturned Plant the manufacturer's current list price for its replacement.

**12.2** In the event that Plant is manufactured to the Owner's design the cost of the missing Plant is the current price charged by the Owner to a customer who wishes to purchase that item of Plant.

**12.3** The Plant will be inspected by the Owner at the end of the Hire Period and all missing items and damage will be notified to the Hirer in writing who may, if the Hirer wishes, verify that loss or damage by its own inspection of the Plant within 7 working days of receipt of such notification. In the absence of inspection within that period the Hirer shall be deemed to agree such loss and damage.

## **13. Maintenance of Plant and breakdown procedures**

The Hirer shall ensure that, at all times, the Plant remains safe, serviceable and clean. Any breakdown or any defect of Plant must be immediately notified to the Owner. Under no circumstances shall the Hirer repair the Plant or replace tyres (except in the case of tyre punctures) unless authorised by the Owner. Damaged or defective Plant must be reported to the Owner for inspection who will, where necessary, at the Owner's discretion carry out repairs on site or remove the Plant at the Hirer's cost for repair elsewhere and provide replacement Plant where necessary at the Hirer's cost. Punctures are to be mended by and at the cost of the Hirer and if replacement tyres are required these must be of equivalent specification and at the Hirer's cost.

## **14. Safe use of the Plant**

The Hirer confirms that it has the necessary knowledge and experience to operate and use the Plant. The Hirer will not misuse or abuse the Plant in any way. The Hirer will not permit any person to use the Plant who is not properly instructed in its use and will ensure that all applicable health and safety rules, regulations and requirements are observed relating to its siting, use and operation. Where the Plant comprises electrical equipment, it must be connected at the Hirer's expense to the correct supply by a qualified electrician who shall issue an Electrical Installation Certificate when required to do so. The Hirer is responsible for providing a suitable electrical supply to the base of each item of Plant. Full records must be kept by the Hirer relating to all aspects of the siting and use of the Plant before and during the Hire Term and copies made available to the Owner and any person authorised by the Owner.

## **15. Improper Use of Plant Signage**

**15.1** The Hirer shall be responsible for the content and material of Plant sign messaging displayed or uploaded for display.

**15.2** The Hirer shall not permit the uploading or display on Plant signs of any inappropriate material meaning any material or display which may reasonably be construed as obscene or offensive or which may be the subject of complaint by members of the public.

**15.3** No material or content may be displayed or uploaded for display on any Plant signage other than that reasonably required for the purposes of traffic information or traffic management without the prior written consent of the Owner. Any breach of any of these provisions may result in the immediate termination by the Owner of the Hire Contract in which event the balance of the hire charges for the Hire period will thereupon be payable with any other sums due under the Agreement.

## **16. Security of the Plant**

**16.1** The Hirer shall not sell, sub-let or otherwise part with possession and/or control of the Plant and shall remain responsible for the Plant and its safekeeping throughout the Hire Term and any period after notification of off hire to the Owner until the Owner has been able to recover actual possession of the Plant where its recovery has been delayed or prevented by any reason or circumstances within the control of the Hirer.

**16.2** The Hirer agrees that it will not remove or deface any template, name plate or any other identification confirming the Owner's ownership of the Plant.

**16.3** Plant must not be removed without the authority of the Owner from the site specified by the Hirer if the Plant is collected by the Hirer, or from the address to which the Owner has delivered the Plant. If such authority shall be given for the relocation of Plant this will be entirely at the Hirer's expense and the Hirer shall be responsible for the costs of all damage to the Plant arising from such relocation and the obtaining of any required consents.

**16.4** The Hirer shall, at all times, keep the site at which the Plant is located safe and secure.

## **17. Access and ground conditions**

The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the erection, operation and dismantling of the Plant. No responsibility will be accepted by the Owner for damage to any surface over which the Plant has been moved to reach its intended position of use or for collection of same and the Hirer shall take all necessary steps to protect surfaces (paving slabs, soft ground etc.) before delivery of the Plant. The reinstatement of any fixing holes for Plant drilled in buildings or structures is the responsibility of the Hirer.

## **18. Hirer's responsibility to third parties**

The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the Plant and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owner's Employees.

## **19. Consequential losses**

The Owner shall not be liable for any consequential expenses, liabilities, losses, claims or proceedings whatsoever or howsoever caused by, or arising out of, the late delivery, non delivery, unsuitability or repossession of the Plant, or any breakdown or defect in the Plant or any other circumstance arising from the use and operation of the Plant.

## **20. Hirer's Liability for Loss and Damage and Insurance**

**20.1** For the duration of the Hire Term (which for the avoidance of doubt includes a) any time that the Plant is left on site or elsewhere during any Holiday Period and b) the time during which the Plant remains the responsibility of the Hirer under Clause 16.1) the Hirer shall be liable for all loss or damage to the Plant howsoever caused or arising and including any loss or damage caused to it by any third party negligently, maliciously or accidentally and further including damage due to adverse weather conditions.

**20.2** The Hirer shall be responsible for obtaining all appropriate insurance cover including third party Liability arising from the use and operation of the Plant and cover against loss, theft or damage to the Plant in the circumstances referred to in sub-clause 20.1. The Hirer shall produce a copy of the policy or policies on demand from the Owner and hold any proceeds of any policy claim on trust for the Owner in or towards satisfaction of the Hirer's obligations to the Owner.

**20.3** If the Plant is involved in any incident resulting in injury to persons or damage to property, immediate Notice thereof shall be given to the Owner and confirmed in writing. The Hirer shall not admit any liability or compromise any claim relating to the Plant without the consent in writing of the Owner.

## **21. Period and determination of hire**

If the Hirer is an individual within the meaning of the Consumer Credit Act 1974 the maximum period of hire shall be 3 months. The Owner shall be entitled at any time if there shall be any breach by the Hirer of these Terms and Conditions to terminate with immediate effect the hire contract and to repossess the Plant.

## **22. Cancellation Postponement or Variation**

In the event of cancellation postponement or variation of an Order by the Hirer when the Owner or its sub-contractor has commenced delivery of Plant to the location the following charges shall apply:-

**22.1** in the case of towable Plant:- cancelled delivery, collection or relocation services by the Owner or its sub-contractors less than 24 hours before the due date and time shall incur charges for reimbursement of staff time, vehicle and fuel expenses.

**22.2** in the case of Plant requiring handling by crane or Hiab in such circumstances which is notified to the owner less than 48 hours before the due date and time at the location shall incur charges for reimbursement of staff time, vehicle and fuel expenses.

## **23. Right of access**

The Hirer shall allow the Owner access to the Plant at all reasonable times for the purpose of inspection, maintenance, replacement, or repossession.

## **24. Invalidation**

Should any of these Terms and Conditions be held to be invalid such invalidation will not affect the validity of the remaining Terms and Conditions.