

Conditions of Hire and Sale

1. Definition

"Contract" - The document or documents that incorporate these conditions and are created between the Customer and Elite Site Supplies Ltd for the supply of hire equipment and/or sales goods.

"Customer" - Any individual, company or other organisation hiring or buying goods from us.

"We, us" - Elite Site Supplies Limited.

Unless we have agreed to any other conditions in writing, these conditions override any terms and conditions that you may have put forward.

This contract shall not effect the statutory right of any Customer acting as a consumer.

The acts or omissions of Customers employees, agents or sub-contractors shall make the Customer liable as though they were its own. English Law will govern this Contract, and both Elite Site Supplies Ltd and the Customer agree to submit to the non-exclusive jurisdiction of the English courts.

2. Charges

2.1. Charges for Hiring Equipment

You must pay all hire charges shown in this Contract. Charges commence on the date shown on the Contract and will continue until we have given you a collection document or you have returned the goods to us in good working order and we have issued confirmation of return.

2.2. Payment Terms

If we have agreed in writing to let the Customer have a monthly trading account the Customer must pay all our invoices within thirty days from invoice date.

Customers that do not have a trading account with us must pay when placing an order or when goods are received. Any invoice queries to be addressed to Elite Site Supplies Limited within 14 days of the invoice date.

2.3. Interest Charges

If the Customer does not pay any amount when it is due we reserve the right to add interest to the amount that is overdue. Interest will be calculated each day at a rate of 4% above Barclays Bank Plc base rate at the time. Charging interest will not effect any other rights we may have. The Customer must also pay any of our reasonable expenses incurred in recovering money or goods from you.

3. Transport Charges

The Customer must pay us any agreed charges for the delivery or collection of goods. Charges quoted only allow for sufficient time to load or unload our vehicle at a specified location. Additional charges may be incurred for any postponements or delays that may occur while trying to follow your instructions.

4. Commencement of Contract

The Contract will commence when your order has been accepted and you have agreed to abide by our terms and conditions.

5. Safety Instructions

The Customer must ensure that everyone using the equipment has received instructions on how to use them correctly and safely, and that any instructions we have supplied are passed on to the operator. The Customer must ensure that goods are not misused.

6. Customer Responsibilities

6.1. The Customer is responsible for the loading and unloading of equipment at the specified address. It is also the Customers responsibility to load and unload the goods at our premises when collecting and returning. If any assistance is provided the Customer must give them clear instructions when necessary.

6.2. The Customer becomes responsible for the equipment when they or their agent receives them. The Customers responsibilities include protecting the equipment and keeping them safe from theft, vandalism, weather and improper use. The Customers responsibility does not end until the equipment has been returned or collected, and we have issued you a receipt for them. The Customer must not sell or in any way give up control of the equipment.

6.3. The Customer will be responsible for any loss, damage, injury or death caused by the equipment being misused whilst on hire.

6.4. The Customer must not move any equipment from any site agreed by us unless you have our written permission.

6.5. The Customer must make sure the equipment remains safe, clean and in working order. Any equipment failure or breakdown must be reported to us immediately. The Customer must not attempt to repair any equipment without our written permission. The Customer must inform us immediately if any of our equipment is involved in an accident resulting in the damage to goods or to other property, or injury to any persons. All necessary steps must be taken to ensure the equipment is safe and to protect them against theft or damage.

7. Damaged/Lost Equipment

The Customer is responsible for looking after the equipment and returning it to us in good working order.

Any equipment returned damaged, unclean or in a defective condition, will result in the customer being charged for spare parts, labour and materials required to bring the equipment back to a hireable and safe condition. All equipment lost, stolen or damaged beyond economical repair will result in the Customer being charged for the equipment on a "new for old" basis.

8. Ending the Contract

We may end this contract if:

- * The Customer fails to adhere to our terms and conditions
- * The Customer becomes bankrupt
- * As a company, receivers or administrators are appointed over all or part or your assets
- * The Customer enters into any agreement with its creditors or a voluntary agreement is made

If we end the Contract in these circumstances, it will end immediately and we may repossess any or all of the equipment. If we end the Contract it will not effect our right to recover any monies owing to us, or damages we claim as a result of you breaking this contract.

9. Rights of Access

We may enter any premises or land where we believe our equipment is. We may do this as at reasonable times and after giving the Customer reasonable notice. We can only have this access if we need to repair, inspect, replace or repossess the equipment.

10. Liability

10.1. Any delivery or collection times quoted are approximate. We will not be liable for any delays caused by circumstances beyond our reasonable control.

10.2. If any of our equipment should cease to work properly we will try to replace or repair the fault as soon as reasonably possible.

10.3. We will not be liable for any indirect loss of business profits, savings you expected to make, wages, fees or expenses caused by our equipment ceasing to work properly.

11. Ownership of Equipment

11.1. Any equipment the Customer buys from us will become their responsibility for any loss or damage as soon as it has been supplied.

11.2. All equipment will remain under ownership of Elite Site Supplies Ltd until full payment has been received by us. We may enter any land or premises of the Customer to recover our equipment should you fail to make payment.

12. Separate Terms

If any term in this Contract cannot be enforced, this will not effect the remaining terms.