



Thank you for requesting an account application form with us here at Express Hire.

Mission Statement:

Our vision is to exceed our customers' expectations in Delivery, Quality and Service.

About Us:

Established in 1990, Express Hire has been serving Dorset and the surrounding area with Excavators, Dumpers, Rollers and various other hire items. With the range growing all the time, our latest introductions into the fleet include a new 6m telehandlers, 1 tonne dumpers and 14 tonne excavators.

In October 2024 the company went through a management buyout where our two long term managers have become Directors of the firm. Collectively our management team have over 70 years of plant hire experience covering many aspects of the hire industry.

We have a vast range of delivery vehicles including van & trailer for tight access and our 32 tonne rigid trucks, so whatever needs moving we have the manpower and horsepower to do it.

Our Services:

Our business is hire, we offer excavators from 1.2 tonne (micro) up to 14 tonne, dumpers from 850kg up to 6 tonne, telehandlers from 6 metres up to 18 metres, together with sit on rollers, and various other accessories all direct from our stock.

We have accounts with all other major suppliers across the country, so if you are working away from the area, or need something bigger in our area we can find it for you.

Additional Services:

We have teamed up with some of the local suppliers so we can offer you additional services to use on your account. Excellent Skip hire rates with the leading local suppliers and Site Toilet hire & Powered Access hire are just a few of our most popular add-ons.

Whatever you need within the plant hire business, here at Express Hire we are happy to help.









TRADE AND CASH ACCOUNT APPLICATION

COMPANY NAME:			
TRADING NAME if different:			
COMPANY TYPE (please tick)	Limited Company []	Sole Trader [] Partnership []
COMPANY REGISTRATION NUMBER:			
COMPANY VAT NUMBER:			
CONTACT NAME (account holder):			
MAIN BUSINESS ADDRESS:			
ADDRESS LINE 2:			
ADDRESS LINE 3:		POSTCODE:	
TELEPHONE (LANDLINE):			
MOBILE NUMBER:			
EMAIL ADDRESS (main contact):			
REGISTERED ADDRESS / NAME: <i>if different from above</i>			
REGISTERED ADDRESS LINE 2:			
REGISTERED ADDRESS LINE 3		POSTCODE:	
TELEPHONE NUMBER:			
ACCOUNTS CONTACT (NAME/S):			
ACCOUNTS PHONE NUMBER:			
ACCOUNTS EMAIL ADDRESS:			
DO YOU REQUIRE ORDER NUMBERS?	YES	/	NO
WHAT FORMAT SHOULD THESE BE?			

We will forward all invoices and statements via email to your accounts email address.

BANK NAME:				
BANKERS' ADDRESS:				
SORT CODE:		ACCOUNT NUMBER:		
Payment Terms: Non account holders – payment in advance. Credit accounts - 30 days from statement.				
Payment Options: Direct Debit, BACS, Card, Stripe, AMEX, Cash or Cheque max £1000				

...continued overleaf...

ARE OTHER PEOPLE AUTHORISED TO HIRE / BUY ON YOUR ACCOUNT?	YES	/	NO	IF YES PLEASE NAME THEM IN NEXT LINE OR WRITE ANY USER.
NAME OF PERSON 1				
NAME OF PERSON 2				
NAME OF PERSON 3				

Please supply two tradereferences. <u>Please note the following companies will not provide a reference</u>: Fuel companies, Travis Perkins, Hanson's, Jewson, B&Q, Buildbase, City Plumbing, or Keyline

REFERENCE 1: COMPANY NAME		
ADDRESS LINE 1		
ADDRESS LINE 2		
ADDRESS LINE 3	POSTCODE:	
TELEPHONE NUMBER		
REFERENCE 2: COMPANY NAME		
ADDRESS LINE 1		
ADDRESS LINE 2		
ADDRESS LINE 3	POSTCODE:	
TELEPHONE NUMBER		

For all hire transactions we require proof of your hired in plant insurance.

Insurance. Your insurance should cover you on a 'new for old basis' and must cover the total value of the equipment we are supplying you. Your hired in plant certificate will be held on file & an updated copy should be forwarded upon expiry.

If you do not hold hired in plant insurance or the insurance expires without a replacement, we will automatically add our theft only cover to your contract. The cost is fixed at £15 per item per week and is for the term of the hire contract. You will be charged an excess of £1000 should you need to claim against this cover.

 Tick as necessary Please add theft cover to my contract every time []

 I have hired in plant cover and attach my certificate showing my cover []

Site responsibilities (not exclusive list) Customers are responsible for all hire items whilst they are on site. This includes daily checks for damage, leakages, fluid levels and tyre / track inspections.

When you have finished.

Express Hire will not automatically collect the hire goods when you have finished with them regardless of how long you have requested the goods for, this prevents additional charges for failed collections and allows you as the client the freedom to have the goods on site for as long as you need them When off hiring the goods please call our office 01202 673 403 this can be any time of day (out of hours answerphone) and we will stop your charges and arrange for collection as soon as is possible. Please note liability does not pass back to Express Hire (or the third party rehire contractors) until the items are collected. You must keep machines, attachments and keys secure. If the goods remain on your site after 4 working days, please call to check if the collection is still scheduled. If we arrive on site and the goods are still in use after you (or your site) have off hired we will charge to that point or cancel the off hire and charge for failed collection. Non return of keys, manuals and attachments and fuel used will be charged.

Understanding our invoices.

Our rolling hire agreements are charged at the end of every month regardless of off hire date. Our standard charging periods are 1 day, 2 days or per week and any hire that exceeds one week will go into daily charging, which is one fifth of the weekly charge unless otherwise stated then pro rata for the following weeks. Some items have a minimum of a week, two weeks or four weeks charging period. Often delivery and collection fees will be charged on the 1st invoice. List price is always shown on the invoice and any discount awarded is listed separately.

Payment Terms.

<u>Credit Accounts</u> will have an invoice sent at the middle and end of each month. Our payment terms for credit accounts are payment 30 days from the end of the month.

<u>Pay as you go "Cash Accounts"</u> will have an invoice issued at the end of the hire, and should your hire continue over the end of the month you will also receive an invoice at this time, with another invoice the following month.

Our payment terms for pay as you go accounts are immediate / or up to 7 days with approval.

Any account with an overdue payment will be placed on hold, and if required will be passed to our external debt collection teams, where additional fees may be added.

Please enclose your company letterhead with your application.

Please sign below to say you have read and agree to our trade CPA terms & conditions (overleaf), consumer CPA terms and conditions are available on request and further agree to pay for all goods and services in line with the terms & conditions as printed which will be valid for all hire contracts until further notice.

Express Hire uses a digital app, and all contracts are electronic (unless printed) to which these terms apply.

Check List before returning the account application:

All Information on pages 2 & 3 have been completed]
Attached your company letterhead	[]
Attached your hired in plant insurance & ticked the correct box]
Signed the box below	[]

Signed:	Printed:	
Position:	Date:	

Express Hire use CREDITSAFE and TOP SERVICE to assist in the credit application process.

Upon satisfactory completion of the application, we will send you your account welcome pack.

	Account Number Is	ssued:			Entered by:		
	Date Account Oper	ned:			Credit Safe / Top	Service Score: C	Credit
	Reference:				Limit: £		
Lett	er Head Rec? []	Ref 1 Check [] Ref 2 Check []	H.I.P. Rec [] Value £	EXP DATE	R

For Office Use:



MODEL CONDITIONS FOR THE HIRING OF PLANT (TRADE / BUSINESS)

(10/21 Version) Construction Plant-hire Association, Express Hire valid from 01/10/2024

1. DEFINITIONS

1. DEFINITIONS (a) The "Contract" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions. (b) The "Hire Period" shall commence when either the Plant leaves the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period Includes any time the Plant is being transported to or location. For the avoidance of doubt the Hire Period Includes any time the Plant is being transported to or location. For the avoidance of doubt the Hire Period Includes any time the Plant is being transported to or location. For the avoidance of doubt the Hire Period Includes any time the Plant is being transported to or location. For the avoidance of doubt the Hire Period Includes any time the Plant is being transported to or location. For the avoidance of doubt the Hire Period Includes any time the Plant is being transported to or location. For the avoidance of doubt the Hire Period Includes any time the Plant is being th depot or other agreed eing transported to or

location. For the avoidance of doubt the Hine Period includes any time the Plant is being transported to or from site, or is 16 on site during evenings, nights, weekneds, or any Holiday Period. (c) The "Hine" is the Company, firm, person, Corporation, or public authority taking the Owner's Plant on hire and includes their successors or personia representatives. (d) "Holiday Period" covers any cessation of work over Easter, Christmas, and the New Year, as well as any ofher Bank or Public holidays. (e) Differ is the Owner's offer to hire the Plant to the Hirer while include details of the Plant to be hind, (e) Control the elevant hire rates and charges and any supplementative, conditions to be incorporated into the Contract. (f) The "Owner" is the Company, firm or person letting the Plant on hire and includes their successors,

gnees, or personal representatives. Plant covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, any ancillary items, weifare units, accommodation, vehicles, or equipment therefor, which the Owner tes to hire to the Hirer including any personnel, or anything which is supplied by the Owner to affect the, and anything supplied by the Owner for the safe operation and routine inspection and maintenance

(h) A Working Day' shall be from 08.00 to 17:00, Monday to Friday, unless otherwise specified in the Contract

(i) A "Working Week" covers the period from 08.00 on Monday to 17:00 on Friday, unless otherwise

2. EXTENT OF CONTRACT No terms, conditions, or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations, or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1990 by pay person not a party to the Contract after the date of succession or assignment (as the case may be).
3. ACCEPTANCE OF PLANT

eresonnel supplied by the Owner on site implies acceptance of all terms erwise previously agreed in writing.

Acceptance of the Plant or any personnel supplied by the Owner on site implies acceptance of a terms and conditions therein unless otherwise previously agreed in writing. 4. UNLOADING AND LOADING (a)The Hirer shall be responsible for the unobstructed access and egress to the site, and where applicable any access road to the site and, unless otherwise agreed in writing, for unloading and loading of the Plant site west on the access road; and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for another plant the income care any which the direction and control of the Hirer. Such personnel shall for another plant the income care any which the direction and control of the Hirer. Such personnel shall for another plant the income care any with the site the uncome close with unloading and/or loading of the Plant tay. or with the assistance of, such personnel. (b)We will decline the delivery and charge for failed delivery should the site be unsafe, the access is not of a size to accept the machine / equipment or steps prohibiling a side passage or we consider our property could receive damage due to the location or user. In turn we will not collect the equipment and place the fitters acknowledges that the plant and equipment they have chosen to hire or bay may cause stomes may be cricked.) You Unter acconverge the plant and equipment may place the site size damage due to the location or user. In turn we will not calcet the exist access damage on underground services such as dama and severs. Our delivery driver and/or operator will do their best tomes any be cricked.) You Unter acconverge the plant and equipment may place tomes any be used as damage and severs. Our delivery driver and/or operator will do their best tomes any be cause damage of the plant and equipment may place to hire or bay may cause atoms may be caused. As a damas and severs. Our delivery driver and/or operator will do their

esponsible for making good any damage caused to your property or adjoining land in obtainin DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS (a) Unless within andification is received by the Owner within 24 hours from the commencement of the Hire from the Hirer, the Plant shall be deemed to be in good order, safe from either an inherent fault or a fault not ascertisation. provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, this use in a workmanike manner within the manifacturer's rated capacity and in accordance with the manifacturer's and/or the Owner's recommendations, and its responsible for the safe keeping of the Plant, its use in a workmanike manner within the manifacturer's rated capacity and in accordance with the manifacturer's and/or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).
(c) Any inspection report required under the relevant legislation, or a copy thereof, shall be subplied by the Owner, if requested by the Hirer, and returned on completion of the Hire shall be subplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.
6. SERVICING AND INSPECTION
The Hirer shall a lat reasonable times allow the Owner, the Owner's agents, or insurers to have access to the Plant to inspect, test, adjust, repair, or replace the same. The Hirer shall allow such access during the Vorking Day.
The Owner treesvers the right to charge the Hirer for any inspection or maintenance work.
7. GROUND AND SITE CONDITIONS
(a) The Hirer tail demend to the wondering of the life hire is the domend to maintenance work.

(a) The Hirer is deemed to have knowledge of the site, the site's access road, the property or land where the Plant is to be delivered or collected, loaded or unloaded, to work on, travel over, be transported over, be eracted or dismantled on is suitable for the use of such Plant, and any electronic interference which may affect the Plant. (b) Subject of 7(a), if, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant, then the Hirer shall supply and lay suitable support in a suitable position for the Plant. (c) Any suitable support supplied by the Owner is provided solely to access the the within clause?

the Plant. (c) Any suitable support supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve the Hirer of their legal, regulatory, or contractual obligations to ensure adequate stability of the Plant. (d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels, and roadways on or adjacent to the site and the Hirer shall laise as necessary and comply with all requirements of the relevant statulory autohirdy or similar body. 8. HANDLING OF PLANT

IANDLING OF PLANT then a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply rison competent in operating the Plant or for such purpose for which the person is supplied and such on shall be under the direction and control of the Hirrs. Such directs or operators or persons shall for ungoese in connection with their employment in the working of the Plant be regarded as the servants gents of the Hirrs (but diffuence) and the provisions of clause 13) and the Hirrs shall be y responsible for all site costs and claims arising in connection with the operation of the Plant by the direct/sorearizoresons.

perators/persons. shall not allow any other person to operate such Plant without the Owner's prior written (b) The Hirer

consent. (c) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the

Dwner and the Hirer. BREAKDOWN, REPAIRS AND ADJUSTMENT

breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified tely to the Owner and confirmed in writing. Any claim for breakdown time will only be considered time and date at which written notification is received and acknowledged by the Owner.

(a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner and confirmed in writing. Any claim for breakdown time will only be considered (b) Full allowners and confirmed in writing. Any claim for breakdown time will only be considered to breakdown of the Plant caused by the development of either an index to the Plant caused by the development of either an index to the plant caused by the development of either an index to the plant caused by the development of either an inherent fault or a fault not assertianable by reasonable examination on trait wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.
(c) The Hirer shall not repair, modify, or after the Plant without the prior written permission of the Owner (including without limitation the changing or repair of any tyre/puncture). The Hirer is responsible for all stoppage due to breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection, or misuse of the Plant, whether by the Hirer or their servants, and for the pares and/or the relation of the relation of the registered of their at heights of lines the hight loss, or vandiation the clamage. The Hirer is responsible for all clause 25, during the period the Plant is necessarily idie due to such breakdown, unsatisfactory working of dramage. The Hirer is responsible for the cost of repairs, inclusive of the cost of spares, to the Plant trave or the reading during the relation of the relation of the relation of the relation of the plant weakdown, unsatisfactory working for damage. The Hirer is responsible for the cost of repairs, inclusive of the cost of spares, to the Plant trave or the relation of the Plant trave or the relation of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in histered working of the Plant. all other cause

Involved in breakdown from al 10. OTHER STOPPAGES

10. OTHER STOPPAGES No claims will be admitted (other than those allowed for under 'Breakdown' (clause 9) or for 'Idle Time' (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but on limited to adverse weather and/or ground conditions or shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hiers shall be responsible for the cost and expense of recovering any Plant from soft and the response of the cost and expense of recovering any Plant from

or unsuitable ground or a hazardous environment. LOSS OF OTHER PLANT DUE TO BREAKDOWN

rate unit and the breakdown or stoppage of n item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of or more units or vehicles (whether the property of the Owner or otherwise) through any cause tosever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any r unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of

breakdown. 12. LIMITATION OF LIABILITY

cept for liability on the part of the Owner which is expressly provided for in the Contract (including these

Except for liability on the part of the Owner which is expressly provide the time of a second clauses: (a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any causes beyond the Owner's reasonable control. (b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hire's loss of contracts with any third party, liabilities or whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature, and (c) whenever the Contract (including the televier) and end exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy hall be limited to the amount of hire charges which would otherwise the or become due of the allowance sing labeling to the allowance in the allowance in the allowance is in the allowance in the allowance is to ber made any other size in the allowance is and be the Hire's sole of mode into the amount of hire charges which would otherwise be or become due of the allowance is main the allowance is into the allowance is main to rany other size into a size of the allowance is and be allowance is and the allowance is main to rany other allowance is and the allowance is main to rany other size into allowance is and the allowance is and the allowance is and the allowance is and the allowance is allowance is allowance is and the allowance is and the allowance is and the allowance is allowance is and the allowance is and the allowance is allowance is and the allowance is and the allowance is allow the any allowance is allowance is and the allowance is allowance i

(d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner's liability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is characteristic to the avoid of the owner's negligence.

(a) For the avoidance of doubt, it is hereby declared and agreed that nothing in this clause affects the

13. INEER'S RESPONSIBILITY FOR LOSS AND DAMAGE (0) For the workdame of doubt, it is hverby vacated and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 8 of these conditions. (b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) be liable for all loss of or damage to the Plant, and shall also fully and completely indemnify the Owner and any personnel supplied by the Owner in respect of all claims by any person whatsover for injury to person or property caused by vin in connection with or arising out of the storage, transit, transport, unloading, leading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, the charges shall be entitiement must be made within 21 calendar days of the date of the agreement or clife time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.

(c) For the avoidance of doubt, notwithstanding any agreement by the Owner to waive hire charges after any agreed period of use of the Plant, the Hirer's obligations specified under clause 13(b) shall continue for the duration of the Hire Period. (d) Notwithstanding the above the Hirer shall not be responsible for damage, loss, or injury, subject to clauses (10) and 7: (0) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway

(d) Notwithstanding the above the Hirer shall not be responsible for damage, loss, or injury, subject to clauses (b) and 7?
(i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway imminatinable at the public expense, prior to bis leaving such highway) where the Plant is in transit by full during the erection and/or dismatifing of any Plant where such Plant requires to be completely physically erected/dismantied to a site, provided adways that such erection/dismatiling is under the exclusive control of the Owner or their agent.
(iii) after the Plant has safely been removed from the site, and until it is in transit on a highway maintainable at the public expense including the site's access read, after it has safely joined such highway) to the Owner by transport of the Owner or where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access read, after it has safely bread such highway (or access read) during the currency of the highway maintainable at the Plant is not immediately adjacent to a highway or access end, after it thas asafely bread such highway (or access read) during the currency of the highway maintainable at the Plant is not any other discuster to a highway or access and, after it the adit is being utilised by the Hirer).
where the site is not immediately adjacent to a highway maintainable at the public expense including having or access the site's access road, prior to the site and is being utilised by the Hirer).
Note: Source or as otherwise arranged by the owner (excluding always on a Public Highway (or access read) during the currency of the highway londer its own power with a driver supplied by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or access read) during the time and is being utilised by the Hirer).
1. NOTCE OF ACCIDENTS
1. Horizon that the adviser plant there owner owe down any acceled the read is b

If the Plant is involved in any accident resulting in injury to presens or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner not atter than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnify shall be made by the Hirer without the Owner from recovery or request Express Hire (Dorset) limited to arrange at your cost. DO NOT ATTEMPT TO START A TIPPED MACHINE – you will cause extreme damage to the unit which will be fully chargeable 15. RE-HIRING EFC.

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner. 16. CHANGE OF SITE The Direct-term -aved from the site to which it was delivered or consigned without the prior written

The Paint shall not be howed iron the site to which it was delivered of consigned windout the prior whiten permission of the Owner. **17. RETURN OF PLANT FOR REPAIRS** If during the Hire Period, the Owner decides that urgent repairs to the Plant are necessary then the Owner may arrange for such repairs to be carried out on site or at any location of the Owner's normination. In the event that urgent repairs to the Carried out on site or at any location of the Owner's normination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with paying all transport charges involved. In the event of the Owner being unable to replace the Plant the Owner shall be entitled to terminate the Contract forthwith (but whitout prejudice to any of the provisions of clauses 9 and/or 13) shall pay all transport charges involved, or, (b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall pay all transport charges involved, or, (b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall be liable only for the cost of reloading and return transport.

18. BASIS OF CHARGING

transport.
18. BASIS OF CHARGING
(a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the store that says interaction the store of the Hirer shall be that the worked each day. When any personnel, operator or driver is supplied by the Owner, the store that says interaction the result of the Hirer shall be that the the store that says the store that says the store that says the store that says the store that the signed times the signed times been that says the store that says the signed times been take precedence. We have the signed times been takes the signed times been takes the signed times been takes the signed times been that says the the signed times been takes the signed times been takes the signed times been the signed times been the signed times been that says the store or operator supplied by the Owner except where breakdown is to be acts or orisis of soft and the there is may conflict between to the provisions of the store and more than the first is misuse, misdirection or negligence, subject however to the provisions of (d) Breakdown more there:
(e) Plant shall be hird out either:
(f) Breakdown number of hours per Working Day or per Working Week or,
(f) storpage due to changing of yres and repairs to punctures will be chargeable as working time up to a maximum of hours per working be uncode of rat the appropriate lide the originate lide is the originate lide time (d) shall be charged of present of provisions of (d) whot any qualification as the provision of the store shall be charged or present of the store of provision and the segment of the store of provision and the segment of the store of present or store tha

Tequisition: 34. TERMINATION AND SUSPENSION 34. TERMINATION AND SUSPENSION 34. TERMINATION AND SUSPENSION 34. TERMINATION AND SUSPENSION 35. TERMINATION AND SUSPENSION 36. TERMINATION AND SUSPENSION 30. days for calculatis in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions and fails to remedy such default within 7 days for cash accounts or 30. days for credit accounts or such other period as might be considered reasonable under the circumstances upon receiving written notice requiring it to do so. (ii) The Hirer statis to observe and perform the terms and conditions of the Contract and fails to remedy such default within 7 working days of receiving written notice requiring it to do so. (iii) The Hirer suffers, or the Owner reasonable believes that the Hirer shall suffer, any distress or execution to be level against them. (iv) The Hirer makes or propose to make any arrangement with their creditors or becomes insolvent within the mediation of the done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy. (i) The Hirer must give the Owner or the Owner's agents, immediate unobstructed access to recover the Plant.

(i) The Hirer must give the Owner or the Owner's agents, immediate unobstructed access to recover the Piant.
(ii) The deat this dialize and to claim the hire charges outstanding as at the date of termination of the head this clause and termin management of large surface and the owner's and the date of the deat the second of the date of the da maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate lide time rates. The case of Plant which is required to be dismantified for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantifing shall apply shall be stated in the Offer/Contract. (i) The Hirer shall pay the Owner's invoice within 30 days net unless otherwise agreed. (ii) The Hirer shall pay the Owner's invoice within 30 days net unless otherwise agreed. (ii) The Virer shall pay the Owner's invoice with 30 days net unless otherwise agreed. (ii) The Owner in their absolute discretion may agree to accept electronic records and data as an alternative to written statements of the number of hours, time record sheets and other information related to charging that the Hirer is required to provide to the Owner. Such electronic lectorols. A subscription of the second secon that the Hirer is required to provide to the Owner. Such electronic records and data may include b limited to telematics automatically generated by the plant and electronic logbooks. 19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

13. ELANTING OW A DATE DASIS MITHOUT AND ALL TAKING AN INTERPRETING A DATE TO HOURS The full day rate will be charged on a daily basis interspective of the hours worked exopt in the case of breakdown for which the Owmer is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hier charge shall be made for Saturday and/or Sunday unless at the Hier's request, the Plant is actually worked or has been delivered to site or is on standby. The Hier must inform the Owner if the Plant is going to be used at these times.

20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS

HOURS The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest hard Working Day

The nearest half Working Day. PLANT HIRED BY THE WEEK OR MONTH WITH OUAL IFICATION AS TO HOURS 21. PLANT TIRKED BT THE WEEK OK MONTH WITH QUALIFICATION AS 10 HOURS. The full hirs for the period in the Contract will be charged as per the Working Day or Working Week and an additional pro rata charge will be made for hours worked in excess of such period. An allowance will be made for breakdowns for up to the entitely of that Working Day providing always that where the actual hours worked are in excess of the breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treaded as actual working time. An allowance may be made for any Holding Period that fails within the Working Day or Working Week, provided that the Plant is not available for the Hirrer to the suppose the set of the suppose the support of the suppose the support of the purpose start of the provide that the Plant is not available for the Hirrer to the suppose the support of the suppose the suppose the support of the support of the support of the support of the suppose the support of the suppose the support of the suppose the support of the suppose the support of the suppose the support of the su

during that time. "ALL-IN" RATES

harged by agreement the minimum period shall be as defined in the Contract and ire rates and terms contained therein, subject to the provisions of clause 26. ccordance with the hire rates a PERIOD OF CHARGING

thin the Hire Period, an allowance may be made of not more than 1 day's hire charge each way for ing time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use Travelling time. If the Piant is used on the day of travelling, tulh hire rates shall be paid for the period of uses on that day, if more than 1 day is properly and unavoidably occupied in transporting the Piant, a hire charge at idle time rates shall be payable for such extra time, provided that where Piant is hired for a total period of less than one Working Week. the full hire rates shall be paid from the date of despatch to the date of return to the Owner's named depot or other agreed location. b) Should the Hirer dealy the commencement of the Hire Period for whatever reason, then the Owner reserves the right to charge the Hirer the idle time rate as defined in clause 25 for the intervening period (o) If the Piant is not made available for collection as agreed between the parties, such Piant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be reasonable costs and expenses incurred by the Owner in seeking to collect such Piant. (d) Upon the completion of the Hire Period, the Hirer shall char and where necessary, decontaminate the Piant All fuel and contaminates will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this 24. HIRER'S LLABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

These conditions are not to be used for consumer contracts. A consumer contract is a contract entered into with a person acting in their own capacity and not for or on behalf of any business or trade entity.

Classe.
24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT
a) Where the intended duration of the hire of the Plant is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by Twoking days indice in writing given by either party to the other accept in cases where the Plant has been lost or damaged. NotWithstanding that the Owner may 30 and 10 and 10

ation. Juid the Hirer terminate the Contract once the Hire Period has commenced, the Owner reserves the o charge the Hirer the balance of the Contract. Where the Hire Period has not commenced but contractic of the Contract and the Contract of the Contract of the Contract of the Contract of the lation, the Owner reserves the right (at its absolute discretion) to charge the Hirer the full balance of nt to cha

ncellation, the Uwither reserves the ngnt (at its assolute discretion) to charge the hirer the ruit balan charges for the Hire Period. The Hirer may off-hire the Plant by written notification via an electronic device or application (app.), hire will only be accepted by the Owner, provided the Owner issues an off-hire confirmation to the f 25. IDLE TIME

IDLE TIME en the Plant is prevented from working for a complete Working Week, the hire charges shall be two drs of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during is the Plant is not in use. If the Plant works for any time during the Working Day, then the whole of that orking Day shall be charged as working time. In any case no period less than one Working Day shall be knowed as idle time save for as provided for in clause 16(f). Where an "Al-In" rate is charged, idle time of the time save for as provided for in clause 16(f). Where an "Al-In" rate is charged. Idle time and the time save for as provided for in clause 16(f). Where an "Al-In" rate is charged. Idle time and the time save for as provided for in clause 16(f). Where an example.

oned as liet time save for as provided for in clause folly. Where an "Ai-In" rate is charged, it claulade on the machine element only. Full rate will be charged for the operator. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND ERATORS OF PLANT hargeable items shall be paid by the Hirer at the rates set out in the Contract so that any subs asses before and/or during the Hire Period arising from awards under any wage agreements increases in the Owner's statutory contribution shall be charged as additions at cost by the shall be admitted and paid by the Hirer.

and stand be admitted and paid by the inter-7.2 mmArten. UNC mitted AnD ARASEs for divers, operators and any person supplied by the Owner. Incurred at the beginning and end of the Hire Feriod and where appropriate return fare of the driver. operator and any person supplied by the Owner to their home may be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair, or maintenance of Plant, unless necessitiated by the Hire's negligence, misidrection.

or misuse of the Plant. 28. FUEL, OIL AND POWER (a) Fuel, fuel additives or power s Owner, be of a grade and type s FOLL AND FOWER Shall when supplied by the Hirer and where instructed or specified by the er, be of a grade and type specified. The Hirer shall be solely responsible for all damages, losses,

costs, and expenses incurred by the Owner if the Hirer fails to supply, maintain, or use the wrong/contaminated fuel, fuel additives or power rating. Fuel, fuel additives or power when supplied by the

maintain & repair its equipment our or were and and the set of the

be borne by the Hirer. 30. OWNER'S NAME PLATES

I not remove, deface, or cover up the Owner's name plate or mark on the rer's property, without the prior written permission of the Owner. that it is the Hirer's p 31. TRANSPORT

31. IRANSPORI The Hirer shall pay the cost of and if required by the Owner, arrange transport of the Plant from the idenot or other acreed location to the site and return to the Owner's named depot or other agreed

on completion of the Hire Period. 32. GOVERNMENT REGULATIONS

32. GOVERNMENT REGULATIONS a) The Hirer will be responsible for compliance with all relevant legislation, regulations, instructions, or guidance issued by the Government, Government Agencies, Local Authorities, statutory regulators, and Public/Corporate Bodies established by Parliament/Government including (without limitation) regulators, under the Bribery Act, the CVH Aviation Act, the Gonstruction (Design and Management) Regulations, the Environmential Acts, Factories Acts, the General Data Protection Regulation (GDPR), the Health and Safety at Work, etc. Act and observance of the Road Trafin CAts should they apply, including the cost of read fund licences and any insurances made necessary thereby, save that If and during such time as the Plant is travelling, whether for full or part journery from Owner to site and site to Owner under Its own power b) For the avvicance of doubt, the Hirer shall indermity the Owner against any and all charges, fines, or losses that the Owner may become liable for as a result of the Hirer utilising the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS The the F The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Ourer against all losses, damage, costs, charges, and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government

sales@express-hire.co.uk or calling 01202 673 403 35. CHANGES IN NORMAL WORKING WEEK

39. FUEL

The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation. 38. SEVERABILITY

of these clauses are held to be unlawful, void, or unenforceable, then that clause will be deemed rable and will not affect the validity and enforceability of the remaining clauses, to the extent

39. FUEL From April 2022 the law changed to only allow white diesel – DERV- in all hired equipment that takes diesel. Any machinery returned with red fuel will attract a disposal charge and a fuel charge to refill the machinery. Express Hire will charge a rate higher than pump price to cover costs of storing fuel and staff time to refill the machines.

IMPORTANT INFORMATION:

Insurance of all items is the responsibility of the hirer

unless theft cover is requested from Express Hire Express Hire do not provide road cover (tax or insurance) for any item

You must call or email to off hire when finished with any goods. Only DERV to be used to refill diesel machines.

non-account (cash trade & consumer) customers will have payment taken

at the end of the hire and at end of the month whilst equipment is on hire

from the card details provided.

Account customers (trade & consumer) have 30 days from month end to clear the account via bacs, card or direct debit

Sales@express-hire.co.uk 01202 673 403

Consumer terms are available via our website or email by request

requisition. 34. TERMINATION AND SUSPENSION

MANY CUSTOMERS HAVE BEEN CAUGHT OUT BY THEIR INSURERS

DO YOU HAVE ENOUGH COVER?

If you have hired in plant insurance or opt to cover the cost of the machines, should they get stolen this list (correct as of November 2024) shows the current replacement value for machines excluding vat. Hired in plant cover is normally per contract, so if you have multiple items on site you need to make sure the cover is adequate.

Excavators

Micro Excavator c/w 4 Buckets £17500 1.5T Excavator c/w 4 Buckets (varies by brand) £24000 3T Excavator c/w 4 Buckets (varies by brand) £31000 5T or 6T Excavator c/w 5 Buckets (varies by brand) £44000 8T or 9T Excavator c/w 5 Buckets (varies by brand) £62000 13T or 14T Excavator c/w 3 Buckets (varies by brand) £76000

Dumpers

Tracked Dumpster £10000 1T High Lift Dumper £20000 2T Dumper £20000 3T Dumper £25000 6T Dumpers £37000

Telehandlers

6M £62000 10M £74000 14M £78000 18M £90000

<u>Rollers</u>

80 Roller £20000 120 Roller £25000

Attachments

Augers 1 – 3 T £4000 Breakers 1.5 T £3500 Breakers 3T £4800 Breakers 5T / 6T £5800 Breakers 8T £7500 Telehandler Buckets £2000 Post Driver £6000 Digger Buckets (varies by brand & size) £150 - £1800

These prices are subject to change and are excluding vat.

I acknowledge the figures shown and where I have hired in plant I have checked by cover. And where I opt to cover the cost of replacement, I understand these amounts will be invoiced to me. Express Hire will continue to charge 2/3 of the weekly hire rate, once a machine has been reported as stolen (upon receipt of a crime reference number) until the settlement of the loss. **Customer Signature:**



Terms & Conditions for Express Hire Theft cover.

For customers who have opted for or had the cover added to their contract.

Express Hire offer a Theft Only insurance for £15 per week per item, must be added before items are on site. This only covers theft and carries an excess of £1000 if claim required.

The terms for this cover are additional to:

Terms and Conditions for Plant and Equipment **Supplied with or without an Operator** (CONSUMERS) or Terms and Conditions for Plant and Equipment **Supplied with or without an Operator** (TRADE)

The keys must not be left with the insured equipment, nor easy to access.

The equipment must not be parked illegally, or on a public highway or path.

The customer must make every effort to keep the equipment safe and prevent unauthorised access to the equipment / site.

The customer request of adding theft cover must be received prior to site delivery.

The insurance does not cover accidental damage or malicious damage to the machines.

Many of Express Hire's machines have immobiliser functions with either coded keys or keypads and a number of items have trackers fitted but this is not exclusive across the fleet and may not apply to hired in items from a third party. These additional features do not remove the customers responsibility to where possible carry out their own due care and attention.

The theft cover with the £1000 excess does not cover machine accessories or fuel.

The hire charges will continue in full until a crime reference number is supplied and should there be any breach in the terms the hire charges will continue. Upon receipt of a crime number the hire will be charged at a discounted rate, of two thirds until the loss is paid for in full.

Express Hire's insurers may need to contact you for a statement of fact and, may require additional information and even a site visit if deemed necessary.

The theft cover does not provide payment for hire charges, these will remain the customers responsibility and are due within the time period stated on either your contract, the terms and conditions of the contract or another agreement confirmed in writing with Express Hire.

Any damage to customers site, other equipment or third-party items are not covered by this theft only insurance.