

SAFETY WARNING

The Hirer must ensure that all users of the Equipment have been instructed in the safe use and operation of the Equipment and that such use is in accordance with the Instructions and Safety Manual.

The Hirer must ensure that all Equipment is correctly earthed via an earth spike in accordance with the Instructions and Safety Manual.

The Hirer must not adjust the settings of the Equipment unless this is carried out by a competent engineer who must also re-instate the Equipment to its original settings before return.

You must ensure that all liquid fuels and oils supplied for use with the Equipment are transported, stored and used in a safe manner in accordance with the Instructions and Safety Manual.

THIS AGREEMENT is made **BETWEEN:**

1. **P & I GENERATORS LIMITED** (registered in England under number 05717932) whose registered office is at Unit 8, Dakota Business Park, Downley Road, Havant, Hampshire, United Kingdom, PO9 2NJ (the "**Owner**"); and
2. The company, firm, person, corporation or public authority taking the Owner's Equipment and so named in the Particulars (the "**Hirer**").

Under this agreement P & I Generators agrees to let and the Hirer agrees to take the Equipment on hire for the Period of Hire (as set out in the Particulars) in accordance with the terms and conditions of this Agreement.

1 Interpretation

1.1 In this Agreement including the Particulars the following words and expressions have the following meanings:

Business Day	A day other than a Saturday or Sunday when the banks in the city of London are open for business;
Commencement Date	The date on which the equipment is agreed to be collected by or delivered to the Hirer as stated in the Particulars;
Delivery	The date and time of delivery as stated in the Particulars;
Delivery Point	The location to which the parties have agreed delivery should be made as stated in the Particulars.
Equipment	The generator and associated equipment the Owner has agreed to hire to the Hirer as set out in the Particulars.
Hire Charges	The total of the Hire Rent due for the Term;
Hire Rent	The rent per day, week or month (as the case may be) for the hire of the Equipment as stated in the Particulars;
Instructions and Safety Manual	The instructions and safety manual relevant to the Equipment;
Minimum Cover Level	The minimum amount for which the Hirer needs to insure the Equipment against loss theft or damage and third party risks pursuant to clause 6.1;
Minimum Hire Rent	The minimum Hire Rent of the Equipment as stated in the Particulars;
Minimum Period	The minimum hire period of 3 days including the day of delivery and the day of collection;
Owner's Premises	The Owner's premises at Unit 8, Dakota Business Park, Downley Road, Havant, Hampshire, United Kingdom, PO9 2NJ or such other address as the Owner may notify to the Hirer;
Specified Location	The location at which the Hirer agrees to keep the Equipment as stated in the Particulars;
Term	The period commencing on the Commencement Date and ending when the Equipment is returned to the Owner.

- 1.2 In this Agreement:
 - 1.2.1 any reference to a clause or the Particulars is to the relevant clause or the Particulars to this Agreement;
 - 1.2.2 the headings are included for convenience only and shall not affect the interpretation of this Agreement;
 - 1.2.3 use of the singular includes the plural and vice versa and use of any gender includes the other genders;
 - 1.2.4 any reference to "**persons**" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality); and
 - 1.2.5 any statement qualified by reference to either party's state of knowledge, belief or awareness shall be deemed to include an additional statement that before making it party in question has made such enquiry as it would be reasonable to expect him to have made.
- 1.3 The period of hire shall end on the earliest of the following days: the day on which it is redelivered to the Owner at the Owner's Premises; the day on which it is collected by the Owner from the Hirer at the Delivery Point; and the expiry of the 84th day of the period of hire (calculated from the date of actual delivery of the Equipment).
- 1.4 The Hirer shall in any event return the Equipment to the Owner not later than the end of the 84th day of the period of hire.

2 Delivery

- 2.1 Acceptance of the Equipment by the Hirer at the Delivery Point by visual inspection implies acceptance of all terms and conditions in this Agreement unless otherwise agreed in writing.
- 2.2 Unless the Owner agrees in writing to deliver and collect the Equipment for the Hirer, the Hirer will be responsible for collecting the Equipment from the Owner's Premises and for delivering the Equipment back to the Owner's Premises.
- 2.3 Where the Hirer transports the Equipment himself, he will be responsible for loading at the time of collection from the Owner's Premises and for unloading at the time of delivering the Equipment back to the Owner's Premises.
- 2.4 Where the Hirer transports the Equipment himself, he will be responsible for providing a suitable vehicle for transportation. The Owner reserves the right to refuse delivery, without penalty, if the Owner does not in its absolute discretion consider the Hirer has provided a suitable vehicle. For the avoidance of doubt the Hirer shall at all times remain responsible for the safe transport of the Equipment and the suitability and safety of any vehicle used by the Hirer to transport the Equipment.
- 2.5 If one of the Owner's employees helps the Hirer in the loading or unloading of the Equipment the Hirer must tell him what they want him to do and how they want him to help and the Hirer shall ensure that Equipment is loaded or unloaded safely and without risk to health. For the avoidance of doubt it shall remain at the Owner and its employees' absolute discretion whether to assist in the loading or unloading.

- 2.6 If the Equipment is damaged whilst being loaded or unloaded, the Hirer will be responsible for the damage unless the damage is caused by the Owner's negligence.
- 2.7 Where the Owner agrees to deliver and collect the Equipment the Hirer shall be responsible for ensuring unobstructed access to the Delivery Point.
- 3 Specified Location**
- 3.1 The Hirer shall not move the Equipment from the Specified Location without first obtaining the Owner's written consent (not to be unreasonably withheld).
- 3.2 The Hirer shall keep the Equipment in its sole possession and shall not lend the Equipment or sublet it to any person or otherwise part with possession of it in any way.
- 3.3 The Hirer must not take the Equipment outside of the United Kingdom without the prior written consent of the Owner.
- 4 Defective Equipment**
- 4.1 The Hirer shall report any defects or malfunction in the Equipment within twenty-four (24) hours of Delivery and shall, if so requested by the Owner, return the Equipment to the Delivery Point for inspection by the Owner.
- 4.2 The Hirer must immediately upon noticing the same inform the Owner of any breakdown or unsatisfactory working of the Equipment. Any claim for breakdown time will only be considered from the time and date of notification.
- 4.3 Full allowance for the Hire Charges and for the reasonable cost of repairs that have been authorised by the Owner will be made to the Hirer for any stoppage due to the breakdown of the Equipment caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination. For the avoidance of doubt the Owner shall not be responsible for any malfunction, breakdown or fault caused by an act or omission of the Hirer, its agents, subcontractors, or employees.
- 5 Use**
- 5.1 The Equipment shall be under the control of the Hirer at all times from delivery until return to the Owner, and the Hirer shall ensure that Equipment is used safely and without risk to health, is used by competent and duly licensed operators as the case may be, and is not used for any purpose for which it is not designed or reasonably suitable.
- 5.2 The Hirer must check the state and condition of the Equipment at reasonable intervals during the Term to ensure that the Equipment remains safe, serviceable and clean. The Owner will not check the Equipment during the Term unless the Hirer asks the Owner to do so and any such check shall be conditional upon the Hirer paying the Owner for its time at the Owner's then prevailing rates.
- 5.3 The Hirer must not use nor permit the use of the Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear and tear.
- 5.4 The Hirer must ensure that all users of the Equipment have been instructed in the safe use and operation of the Equipment and that such use is in accordance with the Instructions and Safety Manual.
- 5.5 The Hirer must ensure that all Equipment is correctly installed and operated in accordance with the Instructions and Safety Manual including (without limitation) ensuring that the Equipment is correctly earthed at all times.
- 5.6 The Hirer must not adjust the settings of the Equipment unless this is carried out by a suitably skilled and competent engineer who must also re-instate the Equipment to its original settings before return.
- 5.7 The Hirer must ensure that all liquids, fuels and oils supplied for use with the Equipment are transported, stored and used in a safe manner in accordance with the instructions and Safety Manual.
- 5.8 The Hirer must take all reasonable care of the Equipment, including but not limited to keeping the Equipment locked and storing the Equipment in a safe and secure place when not in use.
- 5.9 Where the Equipment is lost, stolen or damaged the Hirer must inform the Owner immediately upon discovery.
- 5.10 The Hirer shall grant the Owner access to the Equipment at any reasonable time to inspect, test, adjust, repair or replace the Equipment as the Owner shall deem necessary. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.
- 5.11 If the ground (including any private access road or track) is soft or unsuitable for the Equipment to work on, travel or be transported over without timbers or equivalents the Hirer shall supply and lay suitably suitable timbers or equivalents in a suitable position for the Equipment to travel over, work on or be transported over including for the purpose of delivery and collection where necessary.
- 5.12 The Hirer must ensure all oil, water and fuel levels are checked regularly and the level maintained as specified in the Instructions and Safety Manual.
- 6 Insurance**
- 6.1 The Hirer shall keep the Equipment insured against loss theft or damage and third party risks to the Minimum Cover Level and shall produce evidence of such insurance to the Owner, who shall be entitled to withhold delivery until such production.
- 6.2 The Owner has made all reasonable efforts to instruct the Hirer in the safe use of the Equipment, therefore the Owner cannot accept any responsibility for any damage or injury caused by the Hirer's failure to comply with the Instructions and Safety Manual supplied with the Equipment.
- 6.3 The Hirer must ensure that it is properly covered by insurance for any risks involved in the use of the Equipment including (without limitation) personal injury or death to users of the Equipment, public liability and employer's liability.
- 7 No sale etc**
- 7.1 The Hirer acknowledges that the Equipment remains the property of the Owner at all times and must not in any circumstances be sold or used as security.
- 7.2 The Hirer shall not permit any lien to be created on the Equipment or pledge the Owner's credit for repairs to the Equipment.
- 7.3 The Hirer must not re-hire, sublet, or lend the Equipment to any third party.
- 7.4 The Owner shall be entitled to assign its rights under this Agreement provided that any assignment made pursuant to this Clause 7.4 shall be subject to the following terms:
- 7.4.1 no such assignment shall relieve the Owner of any of its obligations under this Agreement; and
- 7.4.2 any such assignment is made on terms that the assignee acknowledges that the Hirer may continue to deal exclusively with the Owner in respect of all matters relating to this Agreement at all times unless and until the assignee notifies the Hirer in writing that it is exercising its rights as assignee.
- 7.5 Subject to and upon any succession or assignment permitted by this Agreement, any successor or assignee of the Owner shall in its own right be able to enforce any term of this Agreement in accordance with the terms of this Agreement as if it were a party, but until such time any such successor or assignee of the Owner shall have no such rights whether as a third party or otherwise.
- 8 Repairs**
- 8.1 In the event of damage or breakdown the Hirer shall upon discovery immediately notify the Owner.

- 8.2 The Hirer shall not, and shall not permit any third party to, repair or attempt to repair the Equipment in the event of damage or breakdown without the prior written consent of the Owner. The Hirer shall be responsible for the cost of any repairs carried out by the Hirer or any third party instructed by the Hirer.
- 8.3 If the damage or breakdown has been caused by the fault or carelessness or by misuse of the Equipment by the Hirer, including without limitation continuing to use the Equipment after discovering a fault, the repair will be at the expense of the Hirer.
- 8.4 Subject to clause 8.3 and clause 8.2 the cost of repairs will be at the expense of the Owner.
- 8.5 The Owner may substitute other Equipment of a similar type or condition in lieu of repairing the Equipment without relieving the Hirer from responsibility for the cost of repair under clause 8.3 and without extending the Term.
- 8.6 Nothing in this clause 8 shall affect or diminish the liability of the Hirer for any breach of this Agreement for any resultant or consequential loss, damage or inconvenience including without limitation, loss of goodwill, loss of profits even if such loss or damage was a reasonably foreseeable consequence of a breach of this Agreement.

9 Liability

- 9.1 The Hirer must notify the Owner immediately by telephone and confirm in writing if there is any accident involving the Equipment which results in damage to the Equipment, to property, or injury to any person.
- 9.2 The Hirer shall be responsible for and shall indemnify the Owner against all loss or damage caused to or by the Equipment from whatever cause arising (fair wear and tear excepted).
- 9.3 Subject to clause 9.5, the Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading, or use of the Equipment during the Term and in respect of all costs and charges in connection therewith whether arising under statute or common law.
- 9.4 Notwithstanding clause 9.3 where the Owner is to deliver to the Equipment to, or collect the Equipment from the Hirer, the Hirer shall not be responsible for damage, loss or injury incurred prior to delivery or after collection (as the case may be).
- 9.5 Nothing in this Agreement in any way attempts to exclude or limit the Owner's liability to the Hirer in the event of either death or personal injury caused by the Owner's negligence, fraudulent misrepresentation, or breach of contract.
- 9.6 If any injury or damage to persons, property or the Equipment arises as a result of the Hirer adjusting the settings on the Equipment, the Hirer will be responsible for that injury or damage unless the injury or damage is as a result of a fault or defect in the Equipment of which the Hirer was not aware.
- 9.7 Subject only to clause 4.3, the Owner accepts no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by the Hirer or by any third person (including the Hirer's servants or agents), except that the Owner does not by this exclude its liability for death or personal injury arising out of the negligence of the Owner, its servants or agents.
- 9.8 The Hirer shall be liable for all costs arising directly or indirectly from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the Equipment, whether by the Hirer or his servants.
- 9.9 The Owner shall have no liability or responsibility for any loss or damage whatever nature due to or arising through any cause beyond its reasonable control.
- 9.10 The Owner shall have no liability or responsibility by any reason for any loss of profit, loss of contracts or liabilities of whatever nature with third parties nor any financial or economic indirect or consequential losses or damages of whatever nature.
- 9.11 Whenever this Agreement provides that any allowance is to be made against Hire Charge, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.
- 9.12 The Hirer shall provide the Owner or any persons duly authorised by the Owner with full safe and uninterrupted access to the Specified Location or any other location at which the Equipment is stored or used by the Hirer or which such persons may need to visit for or on behalf of the Hirer whilst performing any of the duties and obligations under this Agreement and:
- 9.12.1 the Hirer shall procure insurance to cover at their own expense any and all loss damage or injury to any such persons (or their personal property) whilst on such visits; and
- 9.12.2 the Owner shall ensure that, while on such visits, all such persons adhere to the Hirer's security and health and safety regulations as from time to time notified to the Owner or otherwise brought to the notice of the Owner or such persons.

10 Termination

- 10.1 The Owner may terminate this Agreement and the hiring constituted by it immediately upon notice to the Hirer and upon receipt of such notice this Agreement shall automatically terminate and the Hirer shall no longer be in possession of the Equipment with the Owner's consent, in any of the following circumstances:
- 10.1.1 a default by the Hirer in the payment of any money due under this Agreement for a period of seven (7) days;
- 10.1.2 a breach by the Hirer of any of the provisions of this Agreement other than those relating to the payment of money;
- 10.1.3 the Hirer presenting or allowing to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the levy of any distress or execution against the Hirer;
- 10.1.4 the Hirer entering into or attempting to enter into a composition with creditors or (in the case of a limited company) going into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved by the Owner in writing;
- 10.1.5 a receiver or administrator being appointed in respect of the Hirer's assets or any of them, or a meeting, whether formal or informal, being called of the Hirer's creditors or any of them.
- 10.2 The Owner may terminate this Agreement immediately by written notice to the Hirer at any time if in the sole opinion of the Owner the Equipment is not worth repairing or cannot be repaired; in such event this Agreement will terminate automatically upon the Hirer receiving such notice and (except where clause 8.3 applies) the Owner shall repay the Hire Rent for any outstanding period for which it has already been paid.
- 10.3 The Owner may terminate this Agreement by giving the Hirer seven (7) days' written notice to the Hirer upon the expiration of which this Agreement will terminate automatically and (except where clause 8.3 applies) the Owner shall repay the Hire Rent for any outstanding period for which it has already been paid.

11 Return of Equipment

- 11.1 The Hirer must return the Equipment to the Owner in the same condition in which it was supplied to the Hirer save that the Hirer will not be responsible for reasonable wear and tear which may occur during the Term.
- 11.2 The Owner will supply the Equipment with a full fuel tank; the Hirer must use the grade and type of fuel specified in the Instructions and Safety Manual; the Hirer must return the Equipment with a full fuel tank in default of which a reasonable charge will be added to the Hire Charge to cover the cost of the fuel.

12 Payment of Hire Charges

- 12.1 The Equipment is hired, subject to the Minimum Period, by the day, weekend, week or month.
- 12.2 The Hirer must pay Hire Rent for each day, or part day, that it hires the Equipment, including Saturday, Sunday and any public holidays, until such time as the Equipment is returned in full to the Owner.

- 12.3 The Hirer acknowledges that in order for the Owner to rehire the Equipment it must be returned in full by the times set out below, or as otherwise agreed in writing with the Owner. Accordingly if the Hirer fails to return the Equipment by the times set out below the Hirer shall be deemed to have hired the Equipment, and shall pay Hire Charges, until the next Business Day.
- 12.4 P & I Generators Ltd reserve the right to charge interest and to claim compensation on invoices not paid within the agreed credit period, in accordance with the Late Payment of Commercial Debts Regulations 2002 (as amended or replaced from time to time). In addition, all costs incurred on the collection of overdue sums (including, but not limited to, collection agents' fees, will be charged to and payable by The Hirer."

The latest times by which the Equipment must be returned are as follows:

Equipment hired on a daily basis	Must be returned before 8:30am on the day of return.
Equipment hired for a weekend	Must be returned by 8.30am on the next Business Day following the weekend.
Equipment hired by the week	Must be returned by 3.30pm on the seventh consecutive day where that is a Business Day or where it is not a Business Day by 8:30am on the next succeeding Business Day thereafter (for example, if the Equipment is hired on a Wednesday it must be returned by 3.30pm on Tuesday, if the Equipment is hired on a Monday it must be returned by 8:30am the following Monday).
Equipment hired by the month	Must be returned by 8.30am on the same date as the date of hire in the calendar month for which it is due for return where this is a Business Day or where it is not a Business Day by 8:30am on the next succeeding Business Day thereafter (for example if you hire the Equipment for one month on the 15 th of the month it must be returned by 8.30pm on the 15 th of the next month).

- 12.4 On or before taking delivery of the Equipment, the Hirer shall pay to the Owner the Minimum Hire Rent, and shall pay punctually and in full the Hire Rent weekly in advance, the first such payment to be made immediately upon expiry of the Minimum Period.
- 12.5 The date of delivery and the date of return shall be counted as whole days for the purpose of this clause 12.

13 Owner's Name Plates

- 13.1 The Hirer must not remove deface or cover up any name-plate or identification mark or number on the Equipment, nor put any mark on the Equipment which might indicate or suggest that the Equipment belongs to anyone but the Owner.

14 Deposits and Identification

- 14.1 The Owner may ask the Hirer to pay a reasonable deposit based on the value of the Equipment. The Owner will keep the deposit until the end of the Term. The deposit will be returned to the Hirer in full if the Equipment is returned in the same condition as it was hired to the Hirer (fair wear and tear excepted) otherwise the Owner will be allowed to deduct from the deposit any money owed to the Owner.
- 14.2 The Hirer will, upon request, provide a valid credit card, and such other identity documents, as proof of identity and/or address.

15 Government Regulations

- 15.1 The Hirer will be responsible for compliance with relevant regulations issued by government or local authorities.

16 General Matters

- 16.1 This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
- 16.2 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 16.3 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 16.4 Any communication given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) or fax to the address. Any such notice shall be deemed to have been received:
- 16.4.1 if delivered personally, at the time of delivery;
 - 16.4.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
 - 16.4.3 in the case of fax, at the time of transmission.
- 16.5 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 16.6 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.
- 16.7 This Agreement and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 16.8 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Agreement limits the right of the Owner to bring proceedings against the Hirer arising out of or in connection with this Agreement in any other court of competent jurisdiction or concurrently in more than one court of competent jurisdiction.
- 16.9 All birds their nests and eggs are protected by law: the Wildlife & Countryside Act of 1981. This makes it an offence, with certain exceptions, to deliberately take, damage or destroy the nest of any wild bird while it is in use or being built. It is also illegal to take or destroy the egg of any wild bird. If an active bird's nest is found to be in any equipment, then it is the responsibility of the customer to abide by the law. The equipment cannot be off-hired while there is evidence that a nest is active.