

BLUEWATER ATLANTIC LTD

HIRE CONTRACT

HIRE CONTACT NAME AND ADDRESS:

DELIVERY ADDRESS if different from main address

DESCRIPTION OF HIRE

INSURANCE VALUE

HIRE CHARGES All in GBP (Great Britain Pounds Sterling)

PRICES ARE EXCLUDING VAT

Hire Rate @ GBP

Delivery GBP

Collection GBP

Fuel GBP

Total GBP

Plus VAT@ 20% GBP

Total Amount GBP

HIRE TERMS AND CONDITIONS FOR FORKLIFT HIRE WITH AND WITHOUT DRIVERS

1. Acceptance of the equipment on your site and/or payment or part payment for this hire confirms that you have read and agreed all of our terms and conditions.
2. Hirer is responsible for advising us of any height, width or weight restrictions for forklift use. Some plant machinery is very high and wide. Please ensure it will fit through your doors, or round the corner.
3. Hirer is responsible for ensuring the machine has sufficient capacity to lift your loads.
4. Hirer is responsible for ensuring fork length is sufficient for your loads prior to delivery.
5. Hirer is responsible for ensuring that the ground conditions are suitable for any machine that we send. Although you may have told us of the ground conditions in which you operate, we cannot guarantee that any of our machines will work under those ground conditions. For example, hard concrete can easily break, soft ground can easily be a marsh. If you have any doubt, do not order the machine as you will have to pay for it even if it is unable to operate.
6. From the time of delivery until collection, you are responsible for this machine and its operation. Do you have adequate insurance? You should have hired-in plant insurance, as in the case of any accident or loss you will be responsible. We strongly recommend, therefore, that you have insurance. If you do not have insurance and would like to cover the risk, we do know that the following company offers such a service. They are FML Insurance Services Ltd, 16 West Street, Southend. Tel 01702 437800 or 08719 895134. We are sure that your own insurance company can also cover the risk and there are many other companies who offer the same service.
7. On delivery, you must immediately tell us if there is anything wrong with the machine.
8. In the case that we are providing a driver, the responsibility for directing the driver and unloading the goods rests exclusively with you and is at your risk. The driver will only take any action under your direct instruction and supervision. We and the driver are not responsible for any damage incurred to any machinery used in the movement of these goods or to the goods themselves or to any structure in or near the unloading area or any structure supported by any such structure. Please be aware that the driver is unable to operate without direct supervision. The driver and equipment must be covered under

your site insurance against all risks and the driver must be fully briefed on entering the site on all Health and Safety matters.

9. The hirer is responsible for safe careful operation only by our qualified driver.
The hirer accepts full responsibility to the owner for the safe keeping of the equipment and its return in equal order at the end of the hire. No liability will attach to the owner in contract or in tort, for loss, injury, or damage sustained by reason of any defect whether latent or apparent or of operation of the equipment however caused. The hirer must insure the equipment against all risks, which must include compensation equal to the hire charge from the time of any loss until the time of settlement. The machine must not be moved to another site without our consent. Should the hire be changed for any reason these same terms shall apply to any replacement or additional machines.
10. The hirer is responsible for accepting the machine(s) and checking the machine(s) on delivery to make sure that it is satisfactory for the operation required.
11. The hirer is responsible for providing our delivery driver with Proof of Identity in the form of a photocopy of the acceptor's driving licence, passport or other ID which can be handed to the driver.
12. The hirer is responsible for protecting the equipment against loss, damage, and 3rd party claims. We would suggest that you contact your insurance company and advise them of this risk. Whether you have insurance or not you are still responsible for the return of the equipment in equal order to that in which it was delivered, or its full value. You should have insurance as in the case of any accident or loss you will be responsible. We strongly recommend, therefore, that you have insurance. If you do not have insurance and would like to cover the risk, we know that the following company offers such a service. They are FML Insurance Services Ltd, 16 West Street, Southend. Tel 01702 437800 or 0871 989 5134. We are sure that your own insurance company can also cover the risk and may be less expensive, and there are also many other companies who offer the same service.
13. We only provide labour for industrial use and therefore we do not fall under the Construction Industry Scheme. You cannot deduct any CIS amount from any of our invoices as we do not operate within this scheme.
14. If the hire is cancelled within 48 hours (ie 2 working days) of the scheduled delivery, full charges may apply, but if the hire is cancelled within 24 hours all charges will apply, and there will be no refund.
15. Hirer is responsible for the cost of any parking or penalty charges arising from the loading and/or unloading of the equipment from our lorry.
16. Hirer is responsible for prompt payment of additional charges such as extra time on site.

FORKLIFT HIRE WITHOUT DRIVER: ADDITIONAL TERMS AND CONDITIONS

If we are not providing a driver/operator for the forklift, the following additional terms apply:-

Hirer is responsible for:-

1. Safe, careful operation by qualified drivers, and instructing the chief driver to keep a log of the operation of the machine and a log of any inspections and faults (part of standard qualified driver's training).
2. Advising us if equipment fails or is unsafe.
3. The cost of repairing punctures and replacing tyres if damaged or when worn.
4. Checking battery distilled water and ensuring battery is in good working order.
5. Checking oil and water levels and general safety before use.
6. Tightening wheel nuts, making sure tyres are suitable for the operation.
7. The cost of replacing forks if damaged or when worn.
8. The cost of replacing ignition keys if lost or damaged, cost approximately £25.
9. The cost of replacing gas cylinders if lost, damaged or not returned.
10. Obtaining their own gas cylinder replacements. We provide gas with delivery but we are not a gas supplier.
11. Engineers' call out charges for the following:-
 - (a) You fill the machine with polluted fuel. Call out charge £250.
 - (b) You damage the machine in any other way that requires an engineer to attend. £250 callout charge.

(c) In the case of battery machines, you connect the battery charger to an unsuitable supply. £250 callout charge.

Fuel pollution is a problem on sites where, particularly, diesel is kept in open containers, and condensation forms in the fuel. When this is introduced into a machine, it builds up eventually clogging the filter and if the machine is being driven at maximum at the time, water can actually get past the filter into the injectors. If the machine is then left overnight, major damage would be caused. Please ensure that any fuel you use is fully filtered as you are responsible for any damage to the machine and engineers' call out.

If the machine runs on gas and it does not work, when a new cylinder is fitted, it is most likely that there is a problem with the bottle's gas tap. Change the bottle for another.

Battery charger problems. Our chargers need a 60amp single phase 230/250v supply. They will not work on a standard domestic 13 amp supply. You are responsible for connecting the charger to your suitable supply. You must provide the socket plug and get your electrician to wire this into the charger.

12. Not using the machine if defective and placing a notice on the machine to warn operators not to use the machine.
13. Giving clear instructions to staff that only the authorised qualified driver is to drive the machine, that no passengers are allowed on the body, the forks or any other part of the machine and that it must never be used as a passenger lift.
14. Advising us if any maintenance is required and, in order to comply with Health & Safety Regulations, at least once a year advising us of a suitable time when the machine is available for the yearly maintenance inspection and test (LOLER).
15. The cost of repairs to damaged machines. You pay for tyre-wear, fork-wear and fuel. If the battery is damaged by misuse or neglect then you will be held responsible for the cost of replacement.
16. Termination of hire to be sent by email. If you did not agree a termination date when you hired the machine, then you must give us 14 days notice. We will then need a window of 10 days in which to collect the machine after this date, and you must advise us if this is not acceptable and the collection is time-critical. If the collection time is critical and we have to make a special journey, an additional charge of 25% of the transport charge will apply. You are responsible for hire charges up to the day of collection. Please ensure your insurance covers the machine up until the time the machine is loaded onto our transport.
17. If the hire period is extended, the terms and conditions of this hire contract continue to apply.
18. The cost of cleaning and/or touching-up paintwork. If the machine is returned dirty or is significantly scratched, then a charge of up to £250 will be made.
19. Prompt payment of hire charges until the equipment is returned.
20. Setting up, amending and controlling payment by Standing Order for hires over 12 weeks

21. LOLER CERTIFICATION

Our forklifts are supplied with a current Certificate of Thorough Examination (LOLER). After 6 months, LOLER certification becomes the hirer's responsibility, as does the cost. If you need Bluewater to arrange a LOLER, please contact us on 020 7748 2100.

22. The cost of delivery to your site.
23. The cost of collection from your site.
24. The cost of our fuel used during the hire.
25. Providing us with your insurance company and policy details

PAYMENT

Major debit and credit cards accepted through Worldpay.

Payment for hires over 3 months should be by Standing Order in advance. You are responsible for setting up and controlling your Standing Order.

Established companies should contact Accounts if they require special payment terms.

Operation terms and conditions can be seen on our web site:-

www.bluewaterforklift.co.uk

Please reply to this email confirming you wish to proceed and you agree to the terms.

Thank you.