

## Terms and general conditions of hire

### 1. Definitions and general

1.1 The term "Owner" refers to Scotia Survey and Safety Ltd, including its successors or assigns.

1.2 The "Hirer" denotes the company, firm, individual, or public authority specified on the document taking the Owner's Equipment on hire, encompassing their successors or personal representatives.

1.3 "Equipment" encompasses all categories of equipment and accompanying accessories that the Owner agrees to rent to the Hirer.

1.4 An "Owner's Employee" refers to any staff member of the Owner tasked with operating or driving the Equipment or providing related services.

1.5 "Advice" includes any designs, drawings, or specifications regarding the Equipment, along with information or guidance concerning the planning, supervision, or control of the Hirer's operations or Equipment installation.

1.6 Unless otherwise specified, the hire rates correspond to the Owner's prevailing standard rates.

1.7 Weekly rates apply to a 40-hour 5-day workweek with a minimum week's hire charge on all contracts.

1.8 These terms and conditions govern all Equipment hires by the Owner to the Hirer and supersede any terms and conditions presented by the Hirer.

1.9 Any alterations to these terms and conditions require written consent from an Owner director; all terms not expressly outlined herein are excluded.

1.10 The acceptance of Equipment on-site by the Hirer, or its delivery in line with the Hirer's instructions, constitutes agreement to these terms and conditions unless otherwise stated in writing.

1.11 If the Hirer deals with the Owner as a consumer, these terms and conditions do not affect their statutory rights.

1.12 These terms and conditions are subject to the laws of Scotland and will be construed accordingly.

## **2. Hire Charges and Payment**

2.1 The Equipment is rented to the Hirer under the conditions outlined herein and those detailed on the accompanying document. The Hirer undertakes to settle the hire fees, which will commence at the specified time and rate(s) indicated on the document and will persist until the Equipment is either returned to the Owner or collected by them, with a receipt issued by the Owner.

### **Other charges**

2.2 The hire charges pertain exclusively to the rental of the Equipment and do not cover transportation to and from the Owner's premises, fees associated with the provision of an Owner's Employee, or any additional expenses borne by the Owner, all of which will be invoiced separately to the Hirer. Any additional time will be billed to the Hirer accordingly.

### **Payment terms**

2.3 All fees are due upon request, with the exception that payment terms for approved credit customers are 30 calendar days from the invoice date, unless otherwise stipulated in writing. The Owner reserves the right to impose an interest charge of 2% per month from the due date until the date of payment settlement. If the Hirer fails to settle any invoice by the due date, except for valid reasons, all outstanding invoices become immediately payable by the Hirer.

## **3. Loading and unloading Procedures for Equipment**

### **3.1 Responsibility**

Loading and unloading of Equipment is the responsibility of both the Owner and the Hirer, with each party ensuring proper handling to prevent damage or injury.

### 3.2 Preparation

Prior to loading, the Equipment should be inspected to ensure it is in good condition and properly secured for transportation.

Suitable lifting equipment, such as cranes or forklifts, should be used as necessary to safely load and unload heavy or bulky items.

### 3.3 Loading Process

Equipment should be loaded onto transport vehicles securely, using appropriate restraints and padding to prevent movement and damage during transit.

Care should be taken to distribute weight evenly and to avoid overloading vehicles beyond their capacity.

### 3.4 Transportation

During transportation, drivers should adhere to safe driving practices and avoid sudden maneuvers or excessive speed that could cause shifting or damage to the load.

### 3.5 Unloading Procedure

Upon arrival at the destination, Equipment should be unloaded carefully to prevent damage to the load or surrounding property.

Suitable equipment and manpower should be available to safely handle and maneuver the Equipment during unloading.

### 3.6 Site Access

The Hirer is responsible for providing clear access to the unloading site, ensuring that obstacles are removed and adequate space is available for maneuvering.

### 3.7 Communication

Effective communication between the Owner, transport personnel, and site representatives is essential to coordinate delivery and collection activities safely and efficiently.

### 3.8 Documentation

Documentation of the delivery and collection process, including any pre-existing damage or issues, should be recorded to facilitate accountability and dispute resolution if necessary.

### 3.9 Training

Personnel involved in loading and unloading activities should receive appropriate training on safe handling practices and equipment operation to minimize the risk of accidents or injuries.

By adhering to these loading and unloading procedures, both the Owner and the Hirer can ensure the safe and efficient transportation of Equipment to its destination.

## 4. Advice

If the Owner or any of the Owner's Employees provide any Advice, it is strictly offered as guidance only, and without assuming any responsibility. It is the responsibility of the Hirer to verify the accuracy and suitability of such Advice and to accept or reject it accordingly. Any Advice given is provided with the understanding that no legal liability shall be attributed to the Owner or any of the Owner's Employees.

The Hirer agrees to fully indemnify the Owner and the Owner's Employees against all claims made by any party for personal injury, or loss or damage to property, regardless of the cause, including all associated costs and expenses, arising from the provision of such Advice. This indemnification extends to claims arising under statute or common law, or from negligence, breach of duty, or any other wrongful act or omission by the Owner or any of the Owner's Employees.

## **5. Responsibility of persons signing**

The individual signing the hire and sale documents guarantees that they possess the authority of the Hirer to enter into the contract on behalf of the Hirer. The Owner reserves the right to consider the Hirer as legally bound by these terms and conditions, unless the Hirer can prove that there were no reasonable grounds for the Owner to believe that such an individual had the authority to bind the Hirer.

## **6. Delivery in good order**

The individual signing the hire and sale documents has had the opportunity to inspect the Equipment, which is in good working condition and entirely free from damage at the time of signing. If the Equipment has been accepted on-site by the Hirer, it is also assumed to be in good working condition and free from damage upon delivery. Any discrepancies in Equipment quantity must be reported to the Owner within 24 hours of the start of the hire period and confirmed in writing within 72 hours. Failure to do so will result in continued hire charges, and the Hirer will be liable for the cost of replacing any missing items as outlined in paragraph 7.

## **7. Lost, non-returned, damaged or unclean Equipment**

The Hirer is required to promptly inform both the Owner and the police in the event of any loss or theft of the Equipment. In cases where the Equipment is not returned or is returned incomplete, the Hirer's liability will only cease once the Hirer compensates the Owner with the manufacturer's current list price for the missing or incomplete item of Equipment. If the Equipment is custom-made to the Owner's specifications, the cost of the missing or incomplete item will be the current price charged by the Owner to a customer seeking to purchase that specific item of Equipment. Additionally, the Hirer agrees to cover all expenses incurred by the Owner in restoring the condition of the Equipment if it is returned damaged, unclean, or incomplete. Hire charges will persist until such restoration is completed.

## **8. Maintenance of Equipment and breakdown procedures**

The Hirer is responsible for maintaining the Equipment in a safe, operational, and clean condition. Any malfunction or unsatisfactory performance of the Equipment must be promptly reported to the Owner. Under no circumstances should the Hirer attempt to repair the Equipment without prior authorization from the Owner. In the event of a breakdown, the Equipment must be returned to the Owner's premises for inspection. If rectification elsewhere is necessary and requested, the Hirer agrees to cover carriage costs if required by the Owner.

## **9. Safe use of the Equipment**

The Hirer acknowledges that they possess the requisite knowledge and expertise to operate and utilize the Equipment. The Hirer commits to using the Equipment appropriately and will not engage in any misuse. Furthermore, the Hirer will not permit any individual who has not been adequately instructed in its operation to use the Equipment and will ensure compliance with all relevant health and safety protocols and regulations.

In instances where the Equipment includes electrical components, it must be connected to the appropriate power supply by a certified electrician.

## **10. Security of the Equipment**

The Hirer is prohibited from selling or relinquishing possession and/or control of the Equipment and is obligated to maintain responsibility for its safekeeping throughout the hire period. The Equipment must not be relocated from the site specified by the Hirer if it is collected by the Hirer, or from the address designated by the Owner for Equipment delivery, without the Owner's authorization. Additionally, the Hirer must ensure that the site where the Equipment is situated remains safe and secure.

### **11. Hirer's responsibility - third parties**

The Hirer shall indemnify the Owner entirely against all claims made by any party for personal injury, or loss or damage to property, regardless of the cause. This includes covering all associated costs and charges arising from or related to the use of the Equipment, whether such claims arise under statute or common law, or result from the negligence, breach of duty, or any other wrongful act or omission of the Owner or any of the Owner's Employees.

### **12. Consequential losses**

The Owner shall not be held liable for any consequential expenses, liabilities, losses, claims, or proceedings whatsoever resulting from, or arising out of, the late delivery, non-delivery, unsuitability, repossession of the Equipment, or any breakdown or defect in the Equipment.

### **13. Insurance and notification of accidents**

The Hirer is responsible for acquiring adequate insurance coverage, including third-party liability and coverage against loss or damage to the Equipment. Upon request, the Hirer must provide the Owner with a copy of the insurance policy or policies. The Hirer is obligated to hold all policy proceeds in trust for the Owner, to be used towards fulfilling the Hirer's obligations outlined in paragraph 7 above.

In the event of any accident involving the Equipment resulting in injury to persons or damage to property, immediate notification must be given to the Owner via telephone, followed by written confirmation. The Hirer must not acknowledge any liability or settle any claims related to the Equipment without the written consent of the Owner.

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

If the Hirer qualifies as an individual under the Consumer Credit Act 1974, the maximum hire period shall be limited to 3 months.

If the hirer is classified as a business entity, then all hire contracts are considered open-ended. The off-hire date must be communicated verbally or in writing to the Owner at least 48 hours prior to the scheduled collection request.

The Owner reserves the right to terminate the hire contract and repossess the Equipment at any time, for any reason, and without providing an explanation, with immediate effect.

### **15. Right of access**

The Hirer is required to grant the Owner access to the Equipment at all reasonable times for inspection, maintenance, replacement, or repossession purposes.

### **16. Invalidation**

If any of these terms and conditions are deemed invalid, such invalidity will not impact the validity of the remaining terms and conditions.