

BUKO Traffic & Safety is a trading name style of Hooke Highways Limited

- Registered address: Unit 6, Greystones Yard, Nottinghill Way, Lower Weare, Somerset, BS26 2JU
- Company Registration Number: 08149736 • VAT Number: 142 4012 64

TERMS & CONDITIONS OF HIRE

Definitions

1. The Owners in these conditions are Hooke Highways Ltd whose Head Office is at Unit 6, Greystones Yard, Nottinghill Way, Lower Weare, Somerset, BS26 2JU.
2. The Hirers are the Company, Person or Authority taking the Owners Plant On Hire and include their Successors or Personal Representatives.
3. A working week covers the period from normal starting time of 7am to 5pm Monday to Friday

Acceptance Commencement and Termination of Hire

4. The Hirers acceptance of the Owners plant shall at all times imply acceptance by the Hirers of these General Conditions of hire.
5. The Hire shall commence from the date and time the plant is delivered to site and shall terminate on the date and time the plant is collected from site.
6. The Owners reserve the right to raise additional charges should the equipment be used in excess of the normal working week.
7. The Hirers are responsible for Off Hiring the said plant via confirmation email, sent to the relevant Hooke Highways depot.
8. At the time of off-hire, the owners shall issue an Off- Hire email in response to the customer's off hire request.
9. The Owners shall not be responsible or liable for any fines or fees levied by the Highways Authorities for any over runs or non-compliance.
10. Section 73 notices/issues need to be notified and forwarded within 24hours of first receipt. Corrective action must be taken immediately for these notices. Hooke Highways must have the opportunity to take the corrective action immediately and therefore will not be found liable to consider any penalties notified after 24 hours of first notification.

Availability of Plant

11. The Plant is offered subject to being available at the time required.
12. The Owners reserve the right to revise or withdraw any quotation at any time.

Care and Maintenance

13. During the hire period, the Hirers shall be responsible for any loss or damage to the said plant from whatsoever cause (fair wear and tear excepted) and shall ensure its safekeeping and shall use it in a correct and workmanlike manner.
14. Plant shall be returned in a clean and in equal order to when delivered on hire. Time and materials expended by the Owners in cleaning the plant on return to the depot or making good damage shall be charged to the Hirers 15. The Owners shall notify the Hirers of the conditions of the returned equipment and the Hirers will be offered a period of five working days during which time they may inspect the equipment.
16. The Owners shall not be held responsible for insuring for any loss incurred by the Hirers due to malfunction of the equipment and any delay in attending the site to replace the equipment by the hirers.
17. The Hirers shall be fully responsible for the safe keeping of all equipment from the time of delivery to the site until the return to the owner's depot.
18. The Owner's if called to site to undertake any repair due to site negligence to repair equipment or replace damaged / stolen equipment shall duly charge the Hirers with the costs involved.

Change of Site

19. The Hirers shall not move the plant from the site to which it was first delivered without the Owners prior consent in writing and the Owners shall not be held responsible for attending any requests for service from that site.

Servicing and Inspection

20. The Hirers shall at all times allow the Owners or his Agents to have access to the Plant to inspect, adjust, repair or replace the same. So far as is reasonably possible such work will be carried out at times that suit the convenience of the Hirers.

Notice of Accidents

21. If Plant is involved in any accident resulting in injury to persons or damage to property immediate notice must be given to the Owners by the quickest means possible and confirmed in writing.
22. The Owners shall not be responsible for any claim loss or damage or injury sustained by any third party and it is the sole responsibility of the Hirers to ensure that they carry the necessary insurance cover.

Insurance

23. The Hirer agrees to insure the equipment against loss, theft or damage beyond economic repair on a 'new for old' basis. Until it has been returned to the Owner or collected by the Owner

24. Whilst Plant is in the possession of the Hirers or under his control, the Hires shall accept all responsibility for and will indemnify the Owners and their employees of all claims however caused and whether based on negligence or otherwise including all damages and costs.

25. The Hirers are advised to provide for full indemnity under his own insurance policies and to include all liability whatsoever both under common law or under any statute to workmen or other employees of both parties and to third parties.

Government Regulations

26. The Hirers shall be responsible for compliance with all regulations issued by the Government or Local Authority including Building Health and Safety at Work Act and Welfare Regulations and observance of the Road Traffic Acts should they apply and for any additional costs for equipment materials and insurance made necessary thereby.

Cancellations and Abortive Charges

27. All work orders that are raised and subsequently cancelled or aborted (by the hirer for any reason or by Hooke Highways on safety grounds) are subject to the following implementation of pricing:

Cancelled with more than 24 hrs notice	= no charge
Cancelled within 24 hrs notice	= 50% charge
Cancelled in transit / or on site	= 100% charge

Terms of Payment:

28. All Accounts are strictly 30 days NETT unless otherwise agreed by the Owners in writing.

29. All quotes are given on a hire basis unless otherwise stated.

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