

CAMS HIRE LIMITED – CONDITIONS OF HIRE CONTRACT

1. The hired item(s) specified in the hire contract are hereinafter referred to as the Equipment. Cams Hire Limited is the owner of the Equipment and hereinafter is referred to as the Owner. The hirer shown on the contract is hereinafter referred to as the Hirer. The Contract shall be the hire contract relating to the hire of Equipment together with the Conditions of Hire Contract detailed herein. The Law of Guernsey shall govern the rights and obligations of the parties to the contract; the construction of the same and, so far as possible, all matters arising out of or connected with the making, execution and termination of same. Should any term in this contract be held to be invalid, such invalidation shall not affect the validity of the remaining terms.
2. All equipment whilst on hire remains the property of the Owner. The Hirer shall not sell, hire, lend, or otherwise part with possession of the said Equipment.
3. **The period of hire commences at the time and on the date the equipment leaves the Owner's premises** and ceases at the time and on the date it is returned. Any part of a day shall be chargeable as a full day hire.
4. The Owner has the right to terminate any contract at the end of any calendar month, unless the Owner has agreed in writing to the contrary. If the Owner advises the Hirer that the contract is to cease, the Hirer must return the Equipment by the end of the month in question, or within 72 hours, whichever comes later.
5. **It is the Hirer's responsibility to satisfy himself that the Equipment is in a satisfactory, clean and working condition and suitable for the purpose for which it is intended.** Any advice given or offered by the Owner or its employees is made in good faith but strictly without responsibility on the part of the Owner or its employees. For this purpose the Owner is deemed to be acting for itself and as an agent for its employees.
6. No conditions or warranty shall be implied or deemed to be incorporated to form part of the Contract, other than specifically set forth herein.
7. Where the person signing the Contract is signing on behalf of the Hirer, but is not the Hirer, the person signing the Contract warrants that he has the authority of the Hirer to make this Contract on the Hirer's behalf. The person signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not correct.
8. Electrical equipment must be connected to the correct supply. The costs to repair any damage caused by incorrect or insufficient voltage will be charged in addition to the standard hire charges.
9. Oil levels must be checked daily and the CORRECT type of fuel used (as specified on the label on the machine or on the hire contract if not on the machine). The Hirer will be charged the full cost of repair, limited to the cost of replacement of the Equipment, where incorrect fuel is used.
10. Any breakdown or unsatisfactory working of Equipment must be notified to the Owner immediately, either by telephone or, out of office hours by e-mail to camshire.gsy@gmail.com. Under no circumstances shall the Hirer repair or attempt to repair the Equipment unless explicitly authorised by the Owner. The owner undertakes to deal with all necessary repairs as soon as reasonably possible.
11. The Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from breakdown or stoppage of the Equipment through any cause whatsoever, or through the Owner's inability to supply the Equipment or a suitable replacement.
12. The Hirer's responsibility commences on receipt of the Equipment, or on delivery if requested (with Delivery and Collection charges being in addition to the standard hire rates), and ends when the Hirer is in possession of the Owner's receipt for all the Equipment. The Hirer shall make good to the Owner for all loss of or damage to the Equipment from whatsoever cause the same may arise, fair wear and tear accepted, together with all costs incurred by the Owner as a consequence of said loss or damage, such costs to also include the cost of cleaning where equipment is returned un-cleaned.
13. 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 use of the Equipment and in respect of all costs and charges in connection therewith whether arising under Statute or Common Law. The Hirer must not allow the Equipment to be used by anyone without adequate qualification and/or training.
14. Should the Equipment be lost or stolen or be unable to be retrieved by the Owner, the hire will be deemed to end when the Hirer pays to the Owner the full costs of replacement, including delivery, to the Owner.
15. Equipment must not be moved from the original site specified by the Hirer when the equipment was first hired without the knowledge and consent of the Owner.