EASTHAM PLANT LTD

SMALL TOOLS & PLANT MACHINERY HIRE AGREEMENT

07715 213353 | johneastham5153@gmail.com
www.easthamplant.co.uk

AGREEMENT REFERENCE: _____ **DATE:** _____

01 CUSTOMER / HIRER DETAILS

Customer / business name	**Company number (if applicable)**
Contact telephone	**Email address**
Billing address	**Postcode**
Hire / operating site address	**ID checked: type & reference**

02 EQUIPMENT & HIRE CHARGES

Equipment / make / model	**Serial number / asset reference**
Accessories / attachments supplied	**Agreed replacement / market value**
Hire start date & time	**Hire end date & time**
Hire rate & VAT status	**Duration / operating hours allowed**
Delivery / collection charges	**REFUNDABLE SECURITY DEPOSIT £**
Total due before release	**Agreed late / extra hour rate**

Charges and any additional fees must be agreed and disclosed before hire.

Registered office: 129 Woodplumpton Road, Fulwood, Preston, PR2 3LF

Registered in England and Wales | Company registration no. 12254871

07715 213353 | johneastham5153@gmail.com

www.easthamplant.co.uk

TERMS & CONDITIONS OF HIRE

Eastham Plant Ltd (the Company) and the named Hirer agree as follows.

1. PARTIES AND SCOPE

These terms apply to the hired equipment and accessories described on page 1, together with the agreed charges, handover and return records. The Hirer is the contracting person or business; where a representative signs for a business, they confirm their authority to do so.

Consumer means an individual acting wholly or mainly outside their trade, business or profession. Mandatory consumer rights prevail over conflicting terms.

2. OWNERSHIP AND PERMITTED POSSESSION

The equipment remains the property of the Company or its lawful owner. The Hirer acquires possession for the agreed hire period only and must not sell, pledge, sub-hire, lend, modify or remove identification marks without written consent.

3. PAYMENT AND SECURITY DEPOSIT

Hire charges, agreed transport charges and the security deposit stated on page 1 are due before release unless written credit terms have been approved. Charges and VAT treatment must be clearly set out before contract formation.

The security deposit is not a cap on lawful liability. Reasonable, evidenced sums due under this contract may be deducted, with an itemised explanation. No deduction is permitted for fair wear and tear, pre-existing defects or losses not legally attributable to the Hirer. Any undisputed balance is refundable within seven working days after return and inspection, with reasonable notice of any unresolved assessment.

4. HIRE DATES, EXTENSIONS AND LATE RETURN

The hire starts and ends at the agreed times on page 1. The Hirer must obtain written approval before extending. Continued possession does not itself extend the hire.

Unauthorised late return may result in the disclosed additional hire rate for the period retained and reasonable foreseeable loss proved to arise from breach; no duplicate recovery or punitive penalty applies.

5. OPERATORS, COMPETENCE AND SITE

The Hirer must ensure equipment is used only for its intended purpose, in line with manufacturer instructions, by competent and appropriately trained or legally qualified operators. The Hirer must assess site hazards, underground/overhead services, ground stability, access, traffic segregation and weather as relevant.

The equipment must remain at the stated hire site unless the Company consents to relocation. It must not be operated on a public highway unless all relevant legal requirements and permissions are met.

6. CARE, MAINTENANCE AND CONSUMABLES

The Hirer must take reasonable care, keep keys secure, conduct instructed pre-use checks, check specified fluid levels and use correct fuel, oils and consumables. No unapproved alteration or material repair is allowed.

Equipment must be returned reasonably clean, with agreed accessories, keys and fuel level, allowing for normal wear. Any disclosed cleaning/refuelling fee must reflect reasonable cost and not be a penalty.

7. DAMAGE, THEFT AND LOSS

The Hirer is liable only to the extent that damage or loss arises from breach, negligence, misuse, failure to take reasonable care or another legally valid basis. The Hirer must promptly notify the Company and report suspected theft to police, obtaining a crime reference where available.

Recoverable sums are limited to reasonable repair expense or substantiated replacement/market loss, accounting for age, pre-existing condition, salvage, insurance proceeds and mitigation. The Company will not obtain double recovery.

8. SECURITY AND STORAGE

When unattended, equipment must be secured using appropriate locks, immobilisation and key control, and kept in a reasonably secure location for the equipment type. The Hirer must not leave keys in unattended machinery and must comply with any specifically disclosed security conditions on the booking.

9. INSURANCE

Insurance for the Hirer's liabilities is not included unless expressly confirmed in a separate written schedule. Business Hirers must maintain suitable cover for their operations, including hired-in plant and public liability where relevant, and provide proof if reasonably requested. The Company remains responsible for its own statutory and contractual duties.

07715 213353 | johneastham5153@gmail.com

www.easthamplant.co.uk

10. SAFETY, INSPECTION AND INSTRUCTIONS

The Company must supply equipment that meets applicable legal standards, is safe and serviceable, and has necessary instructions and relevant inspection or examination records. Applicable supplier duties under health and safety law, PUWER and, for lifting equipment, LOLER are not excluded.

The Hirer must stop use immediately where unsafe, prevent further use where appropriate and promptly report the issue. Responsibilities for statutory examinations on long-term hire must be agreed separately in writing where lawful.

11. BREAKDOWN AND DEFECTS

The Hirer must stop use where continued operation may be unsafe or cause damage, notify the Company promptly and follow reasonable instructions. The Company will provide remedies required by law for defects for which it is responsible. The Hirer may be liable for proven avoidable damage from continued misuse after a fault arises.

12. DELIVERY, COLLECTION AND ACCESS

The Hirer must provide safe and reasonably accessible collection and delivery arrangements, including accurate access information and suitable loading/unloading space. Any failed delivery or collection charge must be disclosed in advance and be reasonable and supported by actual expense.

Risk and care responsibilities at handover and return are determined by actual possession, fault and applicable law, not by an automatic blanket transfer of liability.

13. FUEL, USAGE AND ATTACHMENTS

Any permitted engine hours, excess-hour rate, fuel return level and supplied attachments must be recorded on page 1 or a signed equipment schedule. The Hirer is responsible for damage caused by wrong fuel or contamination to the extent legally attributable to them. Extra usage charges must be transparent and proportionate.

14. TERMINATION AND RECOVERY

The Company may terminate for serious breach, material non-payment, fraud or unsafe misuse, subject to applicable law and reasonable opportunity to remedy where appropriate. Following termination, equipment must be made available for lawful recovery. This clause does not authorise trespass, forced entry or breach of the peace.

15. LIABILITY AND CONSUMER RIGHTS

Nothing excludes or restricts liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or other liability that cannot lawfully be limited. The Company's statutory duties and consumer rights under the Consumer Rights Act 2015 remain unaffected.

A business Hirer indemnifies the Company against reasonable direct third-party losses to the extent caused by that Hirer's negligence or breach, not by the Company's negligence or breach. Any business limitation remains subject to applicable reasonableness requirements.

16. CANCELLATION AND REFUNDS

A customer may request cancellation by contacting the Company. Any disclosed cancellation charge must reflect a reasonable loss and must not operate as a penalty.

Where the Consumer Contracts Regulations 2013 grant distance/off-premises cancellation rights, the Company must supply the required pre-contract information and cancellation instructions/form. Any valid statutory right and statutory refund/early-service rules prevail over this agreement.

17. PERSONAL DATA AND TRACKING

Personal details and ID-check records will be used only as lawfully necessary for booking, contract performance, fraud prevention and legal compliance, as explained in the Company's privacy notice. Where equipment carries GPS tracking, appropriate transparent information must be provided under UK data protection law.

18. DISPUTES AND APPLICABLE LAW

Both parties should first attempt to resolve complaints promptly and reasonably. This agreement is governed by the law of England and Wales, without removing mandatory consumer protections or rights regarding applicable law and jurisdiction.

19. AGREEMENT AND CHANGES

This document, the completed booking particulars, signed inspection records and expressly agreed written schedules form the contract. Variations require mutual agreement. An unenforceable provision does not invalidate the remainder where legally possible.

EASTHAM PLANT LTD

SMALL TOOLS & PLANT MACHINERY HIRE AGREEMENT

07715 213353 | johneastham5153@gmail.com
www.easthamplant.co.uk

03 HANDOVER CHECKLIST - COMPLETE BEFORE RELEASE

- ☐ Identity verified / authorised Hirer
- ☐ Equipment visually inspected
- ☐ Pre-hire functional checks completed
- ☐ Previous damage photographed
- ☐ Instructions and safety warnings given
- ☐ Guards / safety devices checked
- ☐ Keys and accessories recorded
- ☐ Fuel / charge and hour meter noted
- ☐ Required inspection documents checked
- ☐ Payment and deposit confirmed

Equipment condition / existing damage (include photograph references)

Handover fuel / charge / hour reading

Keys / attachments supplied

04 CUSTOMER DECLARATION & SIGNATURES

I confirm that I received all four pages and agreed hire charges before signing.
I acknowledge the condition noted at handover. My statutory rights remain unaffected.

Hirer name / business position

Hirer signature / date / time

Company representative name

Representative signature / date / time

05 RETURN INSPECTION & DEPOSIT RECONCILIATION

Actual return date / time / hour meter

Fuel / charge level / returned accessories

Return condition / damage / missing items / evidence reference

Additional charges and reason £

Deposit deductions and reason £

REFUNDABLE DEPOSIT RETURNED £

Refund method / date