

GIBSONS GARDEN MACHINERY LTD – General Terms & Conditions of Hire (Long Term)

General Terms & Conditions of Hire (Long Term)

1. Definitions

“Business Hours”	are 8am – 5pm Monday to Friday (excluding Bank Holidays)]
“Commencement Date”	the date the Hirer takes Delivery of the Equipment
“Contract”	the Contract between the Owner and the Hirer (being the Parties) for the Hire of the Equipment in accordance with these Hire Terms (including Schedule 1), the Hire Form and the GGM A Guide to the Hirer – Your Responsibilities and Fair Wear and Tear Policy.
“Delivery/Collection Charges”	are as set out in the GGM A Guide to the Hirer – Your Responsibilities and Fair Wear and Tear Policy
“Delivery”	the transfer of physical possession of the Equipment to the Hirer by collection from the Owner or upon handover at the Equipment Delivery Location
“Equipment Delivery Location”	means the Hirer’s address set out in the Hire Form
Excess Use Charges	are as set out in Schedule 1
“Equipment”	includes any machine listed in the Hire Form or part thereof, including any attachments, accessories, fittings or replacements and all related accessories, manufacturer’s handbook and the Operators Manual provided for it.
“Hire Charges”	includes the charges for the Hire Period, at the Hire Rate(s) plus the Delivery and Collection Charges, Excess Use Charges and all charges for repairs or maintenance and consumables pursuant to clause 8.4
“Hire Form”	the form overleaf
“Hire Period”	(subject to clause 9) the Minimum Term of Hire set out in the Hire Form plus any further period of hire until



	the Hire is terminated by either party pursuant to Clause 9
“Hire Rate(s)”	is the monetary rate for the Hire Period set out in the Hire Form and is subject to VAT at the prevailing rate.
“Hire Terms”	are these General Terms and Conditions of Hire (Long Term) and all its clauses and undertakings (including Schedule 1) which apply to the Contract.
“Hire”	means the hire of the Equipment in accordance with the Contract
“Hirer”	is the company, firm or person taking the Equipment on Hire and this expression includes their successors or representatives.
“Maximum Hours Use”	means a maximum of 40 clock hours per week or such other maximum as is specified in the Hire Form, and in any event not more than 8 clock hours use per day.
“Owner’s Manual”	means the Operator’s Instructions Manual and Service Schedule provided by the Owner.
“Owner”	is Gibsons Garden Machinery Limited whose registered office is Regent House, Regent Street, Colne Lancashire BB8 8LJ (Company registered number 3948645)
“Risk Period”	see clause 5.2

2. Basis of Contract

- 2.1 These Hire Terms including Schedule 1 apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any variation or purported variation of these Hire Terms will be of no effect unless set out expressly in the Hire Form or agreed in writing and signed by a director of the Owner.
- 2.3 The Contract comprising the Hire Form and incorporating these Hire Terms constitutes the entire agreement between the Owner and the Hirer. The Hirer acknowledges that it has not relied on any statement, promise or representation made or given by the Owner which is not set out on the Hire Form.



2.4 A quotation by the Owner shall not constitute an offer. A quotation is only valid for a period of 30 days from its date of issue

3. Hire

3.1 The Owner shall Hire the Equipment to the Hirer on the terms of the Contract for the Minimum Hire Period and thereafter until notice to terminate is given pursuant to clause 9.1.

4. Commencement of Hire

4.1 Subject to the other provisions of the Contract, the Owner or their representative will deliver the Equipment to the Hirer and collect it from the Hirer. The Owner will use all reasonable endeavours to effect Delivery by the date and time set out in the Hire Form as the date the Hire Period is to commence but time of delivery shall not be of the essence and Delivery dates stated in the Hire Form shall be approximate only. The Hire Period will start upon Delivery and continue for the Hire Period. Hire Charges will commence on Delivery, unless stated otherwise on the Hire Form. Unless to be collected by the Hirer, the Hirer shall ensure the Owner's access to the Equipment Delivery Location to enable Delivery.

4.2 The Hirer shall procure that a duly authorised representative shall be present at Delivery. Acceptance of Delivery by such representative (by signing the Hire Form) shall constitute conclusive evidence that the Hirer has inspected the Equipment and has found it to be in good working order and fit for the purpose for which it is intended to be used by the Hirer (save as regards any latent defects not reasonably apparent on inspection) and implies acceptance of these Hire Terms (unless otherwise previously agreed in writing).

4.3 The Hirer shall ensure that ALL operators of the Equipment have been fully trained to use it. Included in the Hire Charges is basic Operators familiarisation training which will be provided by the Owner free of charge at time of Delivery of the Equipment to the Hirer's operators and attendance certificates will be issued. If the Hirer has additional operators not available at the time of delivery who require Basic Operators familiarisation training on the Equipment then additional training charges will be made. More extensive training can also be provided by the Owner on all Equipment to the operators if required by the Hirer (Charges available on request).

4.4 Subject to the compliance of the Hirer with the Contract, the Owner will allow the Hirer to have quiet enjoyment of the Equipment.

5. Ownership, Risk and Insurance



- 5.1 The Equipment shall at all times remain the property of the Owner and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Hire Terms).
- 5.2 The full responsibility for risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Hire Period and any such further term during which the Equipment is in the possession, custody or control of the Hirer (including for example while the Equipment is at the Equipment Delivery Location prior to the commencement of the Hire Period and after the end Hire Period unless awaiting collection) ("Risk Period") until such time as the Equipment is collected by or redelivered to the Owner. During the Hire Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
 - (a) insurance of each item of the Equipment to the respective value stated on the Hire Form against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Owner may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of each item of the Equipment would insure for, or such amount as the Owner may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and howsoever arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer in writing.
- 5.3 All insurance policies procured by the Hirer shall be endorsed to provide the Owner with at least twenty 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Owner's request name the Owner on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 5.4 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to any item of the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment however caused. An immediate verbal notification must be confirmed in writing.
- 5.5 The Hirer shall promptly pay all premiums due under the insurance policies and not do anything to breach or vitiate such policies. If the Hirer fails to effect or



maintain any of the insurances required under these Hire Terms, the Owner shall without prejudice to its other rights and remedies be entitled at its discretion to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer or to collect the Equipment and terminate the Hire

5.6 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

5.7 Where the Hirer is responsible for loss, damage or destruction of the Equipment, and has submitted a claim to the Insurers, he will supply a copy of his claim to the Owner. The Hirer will keep the Owner updated on a weekly basis as to the progress of such claim and supply copies of all correspondence to and from the Insurers.

6. Obligations

6.1 The Owner

(a) shall ensure at the commencement of the Hire Period that each item of the Equipment is of sound construction and in good working order, properly maintained, inspected and compliant with any current and relevant standards or regulations.

(b) will at its own expense service and maintain the Equipment, carry out any mechanical repairs to the Equipment which in the Owner's opinion have become necessary as a result of fair wear and tear in accordance with the Owners fair wear and tear policy and replace Blade and Drive Belts in accordance with Schedule 1 (para 1) as quickly as is reasonably possible and to suit the convenience of the Hirer (so far as is reasonably possible during normal working hours). This will be carried out at the Equipment Delivery Location where practicable. The Owner does not operate a 24/7 service and any maintenance servicing or repairs will be carried out during Business Hours;

(c) will provide where any defect is the fault of the Owner and the breakdown is for 72 hours or more substitute Equipment without additional charge to the Hirer

6.2 The Hirer shall indemnify the Owner to the extent not fully covered by insurance (including where the Hirer fails to effect insurance in accordance with these Hire Terms). For loss, damage or destruction caused to the Equipment during the Risk Period whether by the Hirer or Third parties which is the Hirers responsibility under these Hire Terms outside the GGM Fair Wear and Tear Policy and loss of



income from that Equipment during any period during which the Equipment is unavailable for hire. Accordingly, the Hire Period shall be deemed to be extended until the Equipment is fully repaired, reinstated or the Owner receives the full replacement value of the Equipment as stated in the Schedule of Equipment.

- 6.3 If the Equipment is damaged by the Hirer during the Hire Period and capable of repair, then the Owner shall be entitled to collect and remove the Equipment for the repair. The repair will be at the cost of the Hirer and the Hire Charges shall continue whilst the repair is being carried out. Any substitute Equipment provided by the Owner whilst the original Equipment is being repaired will be at an extra Hire Charge to the Hirer. At the discretion of the Owner and provided that the damage requiring repair is not at risk of causing Health and Safety issues, the Owner may elect to carry out the repairs at the end of the original Hire Period. In the alternative to repair the Owner may level a damage charge. The Hirer will also be responsible for the Collection and Delivery charges

7. Hirer Obligations

- 7.1 The Equipment shall remain the property of the Owner but at all times after Delivery shall be under the direction and control and at the risk of the Hirer only.
- 7.2 The Hirer undertakes during the Risk Period:
- (a) to keep the Equipment secure at all times and when not in use or when the Equipment Delivery Location Site or the location of use is closed to ensure that the Equipment is kept locked in a secure compound and shall not suffer the Equipment to be confiscated seized or taken out of its control under any distress execution or other legal process and shall indemnify the Owner on removal by any third party for any loss or expense arising out of the same;
 - (b) to ensure that each item of the Equipment is used only for the purposes for which it is designed, in places of use for which it is suitable and operated in a proper manner by trained competent staff and as set out in the Manufacturer's Handbook and the Owner's Manual which shall at all times remain with the Equipment. The Hirer will ensure that every driver/operator of the Equipment does so in a skilful, safe and workmanlike manner using appropriate personal protective equipment and is not less than 18 years of age and has received proper and adequate training to operate the Equipment. The Hirer must ensure that ALL operators of the Equipment receive information and the basic installation training provided by the Owner on Delivery prior to use relating to the safe

use of the Equipment and to warn against unreasonable or abnormal use. The Hirer shall on demand provide evidence of age and training of all operators;

- (c) to carry out the daily service checks to the Equipment set out in Owner's Manual and take such other steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used (cleaned) or maintained by a person at work;
- (d) provide at its own expense all necessary fuel, oil, grease and other relevant materials to carry out the required daily service checks as recommended by the Manufacturer's Handbook and as set out in the Owner's Manual. The Hirer will ensure that regular cleaning takes place and that the correct adjustments, checks and fluid levels are maintained as per the schedule of daily check requirements, including the maintenance of correct tyre pressures and tightening of wheel nuts.
- (e) to replace or repair all tyre punctures or damaged tyres at its own expense with tyres of an equivalent standard and specification.
- (f) to notify the Owner promptly if the Equipment breaks down or fails to work properly, or if any repairs or replacements are necessary.
- (g) (except for replacing any tyre and repair of punctures) to make no alteration to any item of the Equipment and not to remove any existing component(s) from the Equipment without the prior written consent of the Owner unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is / are replaced immediately by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to any of the Equipment by the Hirer shall vest in the Owner immediately upon installation;
- (h) to keep the Owner fully informed of all material matters relating to the Equipment;
- (i) at all times keep all items of the Equipment in the possession or control of the Hirer and keep the Owner informed of its location;
- (j) to permit the Owner or its duly authorised representative to inspect repair or replace the Equipment at all reasonable times and for such purpose to enter upon the Equipment Delivery Location or any premises at which the



Equipment may be located, and shall grant reasonable access and facilities for such inspection;

- (k) to maintain operating and maintenance records of the operators daily checks to the Equipment and provide copies of such records to the Owner on demand and in any event upon termination of the Hire, together with such additional information as the Owner may reasonably require;
 - (l) save as declared in writing prior to Hire not, without the prior written consent of the Owner, part with control of (including for the purpose of repair or maintenance), re-hire, sell or offer for sale, sub-let or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (m) not to remove, obscure, deface or obliterate any safety guards, safety decals or identification markings on the Equipment and to notify the Owner under such circumstances and replace immediately at their own expense.
 - (n) save as declared in writing prior to Hire that this will be required, not to use or permit any other person to use the Equipment on any public road without having first obtained the written consent of the Owner. Where such consent is given the Hirer will ensure that the driver/operator holds a current UK driving licence applicable to the Equipment. Where use on a public road is agreed/consented to, the Hirer shall at his own expense insure the Equipment to the requirements of the Road Traffic Act and put the Equipment on the Hirers own motor insurance database;
 - (o) not to use the Equipment for an unlawful purpose;
 - (p) not to use the Equipment for more than the Maximum Hours Use.
- 7.3 Where specific consent for road use is given or agreed and relates to an item(s) of Equipment not previously used for that purpose, the Hirer will bear the costs of registration, road fund licence and the affixing of number plates.
- 7.4 The Hirer accepts:-
- (a) full liability (including fines and other penalties) in respect of any offences which may be committed in connection with the Equipment during the Hire Period including but not limited to:-
 - i. any road traffic offence;
 - ii. breach of any parking restrictions;
 - iii. breach of any loading conditions.



- (b) Full liability for and agrees to indemnify the Owner against any claims which may be made against the Owner pursuant to condition 7.4(a) and the Hirer hereby irrevocably authorises the Owner to notify such authorities and enforcement bodies of the Hirer's details and where available any driver details to effect a transfer of liability and to charge the Hirer an administration fee of £50 for administering such claims and/or fines.
- 7.5 At the end of the Hire the Equipment will be inspected by the Owner for any damage to it, and the Hirer will be fully responsible for all damage to the Equipment (fair wear and tear excepted as per the Hirer's Policy) in accordance with clause 6.2 and 6.3
- 8. Payment**
- 8.1 Unless otherwise stated on the Hire Form, or where the parties have agreed payment by Monthly Direct Debit the Owner will render invoice(s) at the end of each month of the Hire Period, for payment within 14 days of invoice. Delivery/Collection Charges are not included in the Hire Rates and will be charged in the first hire invoice and payment due accordingly.
- 8.2 When the Hirer has entered into a Contract for Hire for a Minimum Hire Period in excess of 3 months duration, the Hirer may be requested by the Owner to arrange a Monthly Standing Order to cover the payment of the primary Hire Charges. Any charges as per clauses 3, 4, 5, 7 and 8 .4 and 8.5 - being charged monthly accordingly.
- 8.3 Immediately upon the Hire being terminated by the Owner in accordance with clause 9, the Hirer will pay to the Owner all monies due to the Owner including:
- (a) the Hire Charges for the Minimum Hire Period (even if that has not expired prior to such termination) plus any additional period of Hire which is outstanding ;
 - (b) Excess Use Charges;
 - (c) damage charges pursuant to clause 6.2 and 6.3;
 - (d) Collection/ Delivery Charges and such other costs as are incurred by the Owner for the seizure or removal of the Equipment; and
 - (e) all other costs and charges for which the Hirer is responsible under these Hire Terms.
- 8.4 The Hirer will also pay promptly and in any event within 14-days all charges incurred for damage, repairs and replacements, maintenance, fuel, oil, grease and other consumables for which they are responsible under these Hire Terms.



- 8.5 Excess Use Charges shall be payable if the Equipment is used by the Hirer for more than the Maximum Hours Use. Excess Use Charges will be invoiced to the Hirer following any Equipment inspection during the Hire Period and on the Termination of the Hire.
- 8.6 All charges stated in the Contract (including but not limited to) the Hire Charges Delivery/Collection Charges, Excess Use Charges are stated exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 8.7 All amounts due to the Owner by the Hirer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.8 If the Hirer fails to make any payment due to the Owner under this Contract by the due date for payment, then, without limiting the Owner's right to terminate pursuant to clause 9, the Owner is entitled to charge the Hirer:-
 - (a) interest on the overdue amount at the rate of 4% per calendar month. Such interest shall accrue on a daily basis from the due date until the date the overdue amount is credited in cleared funds to the Owner's bank account and shall accrue at such rate after as well as before any judgment
 - (b) an administration fee of £50; and
 - (c) any further costs incurred by the Owner in the collection of the overdue balance all of which shall be paid together with the overdue amounts.

9. Termination of Hire

- 9.1 After the Minimum Hire Period as set out in the Hire Form the Equipment Hire may be terminated by either party giving the other 3 working days' notice. If the Hirer cancels the booking of any of the Equipment or returns any of the Equipment to the Owner within the Minimum Hire Period or gives notice to terminate within the Minimum Hire Period the charges for the Minimum Hire period shall still be payable by the Hirer
- 9.2 The Owner shall be entitled to terminate the Hire immediately, without prejudice to the other provisions of these Hire Terms, should the Hirer:
 - (a) fail to pay any Hire Charges or other charges for which the Hirer is responsible under these Hire Terms for more than 14 days from invoice
 - (b) fail to observe and perform any of the other terms and conditions of the Contract



- (c) permit, cause or suffer anything to be done which prejudices or puts into jeopardy any item of the Equipment or the Owner's rights in the Equipment
- (d) take any steps or action in connection with its entering into administration or any composition with creditors (other than in relation to a solvent restructuring) being wound up or ceasing to carry on business
- (e) in the Owner's reasonable opinion be unable to fulfil its financial obligations under the Contract.

10. Consequences of Termination

- 10.1 If the Owner terminates the Hire in accordance with clause 9.2 the Hirer shall be entitled without notice and at the Hirer's expense to seize or remove the Equipment from the possession of the Hirer, for which purpose it will be lawful for the Owner to enter upon the Equipment Delivery Location or any other premises where the Equipment may be located for these purposes, and the Hirer consents to such entry and shall secure permission for such entry to any third party premises where any of the Equipment is located.
- 10.2 The Hirer shall (without prejudice to the Owner's other rights and remedies) forthwith pay on demand all Charges as set out in clause 8.3 together with accrued interest, as per clause 8.8
- 10.3 Termination or expiry of the Contract with the Hirer shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

11. Limitation of Liability

- 11.1 The Owner shall not be liable to the Hirer for any loss, damage, destruction of property, personal injury or death of the Hirer or its employees or contractors or any other person in any way caused or relating to the Equipment or its use, except where such events directly result from the negligence of the Owner or its employees.
- 11.2 The Owner shall not be liable to the Hirer for any loss or damage caused by delays in Delivery or non-delivery of the Equipment, or by delays in repairing or replacing the Equipment if such delay results from events circumstances or causes beyond the reasonable control of the Owner (Including but without limit, industrial disputes, fire, flood, government acts, public holidays, non-availability of parts).
- 11.3 The Hirer acknowledges that the Owner shall not be liable for any losses, actual or anticipated to be suffered by the Hirer arising or resulting from :



- (a) Loss of profits
 - (b) Loss of contracts
 - (c) Losses resulting from penalty clauses imposed on the Hirer under any agreement entered into by the Hirer and any third party
 - (d) Any loss of business or income during any period during which the Equipment is unavailable for use during the Hire Period whether due to breakages or damage
- 11.4 The Owners liability shall be limited to crediting or refunding to the Hirer the Hire Charges during the Minimum Term of Hire for any of the Equipment which is unusable due to the default of the Owner but subject to clause 11.5 the Owner's total liability to the Hirer under this Contract shall not in any event exceed an amount equal to the aggregate of the Hire Charges paid or otherwise payable under this Contract.
- 11.5 Nothing in this Contract limits any liability which cannot be legally limited including but not limited to liability for death or personal injury caused by negligence.
- 12. Third Party Rights**
- 12.1 The Hirer may not assign, sub contract or transfer any of its rights and obligations under this Agreement.
- 12.2 No one other than a party to this agreement shall have any right to enforce any of its terms.
- 13. Notices**
- 13.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the hire coordinator at hire@ggmgroundscare.co.uk.
- 13.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;



(c) if sent by email, at 9.00 am on the next Business Day after transmission.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall **not** include e-mail.

14. Rights and Remedies

14.1 Except as expressly provided in these Hire Terms, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

15. Severance

15.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.2 If one party gives notice to the other of the possibility that any provision or part-provision of the Contract or these Hire Terms is invalid, illegal or unenforceable, the Owner and the Hirer shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Waiver

16.1 No failure or delay by a party to exercise any right or remedy provided under these Hire Terms conditions or by law shall constitute a waiver of that or any other right or remedy.

17. Governing Law

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. Jurisdiction

Each of the Hirer and the Owner irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contractor its subject matter or formation (including non-contractual disputes or claims).



Signed:

(for and on behalf of Owner)

Signed:

(for and on behalf of Hirer). I confirm that I have received a copy of the GGM A Guide to the Hirer – Your Responsibilities and Fair Wear and Tear Policy which I understand forms part of these Hire Terms

Name:

Name:

Date:

Date:

Hirer to sign and retain one copy

Please sign and return second copy to Gibsons Garden Machinery Ltd



SCHEDULE 1

1. Replacement Blades and Drive Belts
 - a. On rotary mowing machines, one set of replacement blades will be supplied at the Owner's cost per season (preferably at winter overhaul). Any extra blades supplied will be charged to the Hirer.
 - b. On cylinder mowing machines, the Owner will at its own cost replace one set of bottom blades during the season and another during winter overhaul. The Owner will replace mowing cylinders only at winter servicing. Any further bottom blades or cylinders needing to be replaced will be charged to the Hirer.
 - c. On all Equipment, other than moving machines any extra blade replacement or sharpening will be charged as an additional cost to the Hirer.
 - d. On all mowing machines and implements, any drive belts are expected to last at least one season. Replacement of drive belts before twelve months will be deemed to be due to misuse and abuse of machine and will be charged to the Hirer but after that period will be at the Owner's cost.

2. Excess Use Charges are as follows:-

This Contract is based on Maximum Hours Use over the Hire Period, as detailed on the equipment schedule and, should you exceed these hours, you will be charged Excess Use Charges.

Excess Use Charges will be levied at the rate of £ per clock hour

