

CONDITIONS OF SALE AND HIRE

In this document "Anglo Scottish Equipment (Southern) Limited" will be referred to as "Anglo Scottish".

The "Hirer" or "Purchaser" shall be referred to as "Customer".

- 1 Payment terms from Anglo Scottish to the Customer for hire unit(s) are 30 days nett from date of invoice.
- 2 Sale unit(s) shall be paid for in full either prior to delivery or cash on delivery. We accept payment by Bank Transfer, Cash, Credit Card or cleared Cheque. Under no circumstances will a unit(s) be left on site without prior arrangements until cleared funds have been received by Anglo Scottish from the Customer.
- 3 All prices quoted are subject to Value Added Tax at the present rate.
- 4 Interest is payable to Anglo Scottish on any overdue account at five per cent above Barclays Bank base rate.
- 5 These conditions will always prevail over any other conditions including a customer's standard conditions of supply unless a variation of These terms has been completed and signed by a Director of Anglo Scottish.
- 6 The Sale unit(s) remain the property of Anglo Scottish until paid for in full. The unit(s) cannot be resold until full payment is made giving clear title. If the Customer fails to pay the amount due to Anglo Scottish within the payment terms above, then the Customer hereby authorises Anglo Scottish to retake possession of the unit (s).
Allowing entry to any property, land or buildings where the unit(s) may be and remove the unit(s).
The Customer is responsible for any damage thereby caused and this action will not prejudice any other rights of Anglo Scottish against the Customer for the recovery of monies due.
- 7 All quotations, estimates and prices exclude: -
a) site preparation and foundation work.
b) connections/disconnections to mains services including housings and meters (eg electric, water and waste).
c) restitution of damage after removal of unit.
- 8 All quotations, estimates and prices are based upon: -
a) a suitable and restricted hard standing access route for a Heavy Goods Vehicle with craneage onto the site and into a position adjacent to where any unit is to be delivered.
b) a site that is level, free from underground or overhead obstructions and of sufficient ground bearing capacity to accept the full loading of the unit(s) to be supplied.
c) delivery taking place and any other services performed during normal weekday working hours.
d) when units are to be double stacked, the Customer warrants that the lower unit is on foundations adequate for the total weight of both units and their contents and the structure of the lower unit can adequately carry and transfer to foundations the weight and forces of the total structure.
- 9 Any delivery date or time is an estimate only and Anglo Scottish will not be liable for any consequential loss arising as a result of mistimed deliveries. If a specified time delivery/collection is required then an additional charge will be incurred.
- 10 The customer accepts full responsibility for the specification of the unit, that it will comply with all relevant regulations including but not limited to planning permission, building regulation consents, health and safety regulations, fire regulations and will indemnify Anglo Scottish against any costs, claims, demands or expenses arising as a result of their breach.
- 11 All Anglo Scottish contracts are deemed to be made at The Accommodation Centre, Holt Road, Fakenham, Norfolk and shall be governed by the Laws of England and Customers shall submit themselves to the jurisdiction of the English Courts.
- 12 a) Any hire period shall commence on the date of delivery of the unit(s) to the Customer.
b) The Customer shall give at least 72 hours' notice for termination of hire.
c) If for any reason access to the unit(s) is not possible then hire will continue until the unit(s) is accessible.
- 13 The unit(s) will be solely the risk of the Customer during the hire period.
- 14 The Customer will insure the unit(s) at all times with an all risk fully comprehensive policy during the hire period. Insurance cover will be to the full replacement value of the unit(s) with a reputable United Kingdom based Insurance Company.
- 15 The Customer shall give written notice to Anglo Scottish of any occurrence which will or may give rise to a claim being made on any insurance pursuant to condition 13, such notice is to be given to Anglo Scottish within 24 hours of the occurrence being known to the Customer.
- 16 a) The Customer will at all times keep the unit(s) fixtures and fittings in good condition and will reimburse to Anglo Scottish the costs of any repairs or of making good any damage caused during the hire period.
b) The Customer to notify Anglo Scottish immediately in the event of damage to the unit(s).
c) Anglo Scottish will not be deemed responsible for any damage caused to Customers property whilst the unit(s) is on hire to the Customer for any reason.
- 17 If the Customer fails to pay the amount due to Anglo Scottish within the 30 day payment terms of the hire contract or allows anything to be done a hereby Anglo Scottish rights concerning the hire unit(s) may be prejudiced or jeopardised then Anglo Scottish may treat the hire contract as being wrongfully repudiated by the Customer.
In such an event the Customer hereby authorises Anglo Scottish to retake possession of the unit(s), allowing entry to any property, land or buildings where the unit(s) may be and remove the unit(s). The Customer is responsible for any damage thereby caused and this action will not prejudice any other rights of Anglo Scottish against the Customer for the recovery at any monies due.
- 18 If it is necessary for Anglo Scottish to refuse delivery for any reason, then the Customer will reimburse to Anglo Scottish the cost of aborting delivery in addition to any damages that may be payable under the terms of this agreement.
- 19 Total risk passes to the Customer upon delivery of the hired unit(s) in position as instructed on site and ownership only passes to the Customer when all monies due to Anglo Scottish have been paid in full for the sale unit(s).
- 20 By accepting delivery of the unit(s) the customer is agreeing to the hire/sale contract along with the Terms and Conditions of Sale and Hire detailed above.

FOR DELIVERY AND COLLECTION PROCEDURES PLEASE REFER TO THE LIFT PLAN, RISK ASSESSMENT, METHOD STATEMENT AND STAIR INSTALLATION PAPERWORK.