

Conditions of Hire

Machines are subject to hire charges daily from leaving the premises to their return. Immediate notice must be given of breakdown.

When finishing, one day's notice must be given otherwise an extra day's hire will be charged.

A charge will be made on machines returned in an unclean condition.

The hire is responsible for oil, grease, fuel and daily maintenance (e.g. punctures and breakage's).

Any damage caused by the Hirer through lack of maintenance, or misuse, will be charged for, and must be reported on the return of the machine.

An operator unsure of the operation of any machine, must not use the machine until instruction has been given.

Machines with damaged or missing guards must not be used.

DERV fuel must be used where required by law.

No allowance for repairs will be permitted without the company's authority.

Any alterations to Invoices cannot be made owing to VAT and all invoice queries must be made within 3 days.

1: In this agreement.

(a) The 'Owner' means Scot Track Ltd. Registered Office: Balmakeith Industrial Estate, Nairn, IV12 5QW.

(b) 'The machine' means the machine described within this website or any other machine supplied by the Owner as a replacement in the event of breakdown.

(c) A 'day' includes part of a day or 8 hours. A charge may be levied if this is exceeded.

(d) The minimum period of hire shall be one day.

(e) A 'Week' means a period of 5 days including the day of delivery of the machine and of its return and Sunday.

(f) A 'Month' means a period of 20 working days.

2: The Hirer agrees with the Owner

(a) To pay a hire charge at the rate mentioned overleaf for each day/week of hire of the machine such hire charge to be paid within 28 days of the date of termination or as agreed in writing of the hiring.

(b) Subject to the provisions of condition 3(a) to keep the machine in good working order (fair wear and tear excepted), to carry out day to day maintenance in accordance with the manufacturer's recommendations including without prejudice to the generality of this requirement maintaining correct oil, water and battery levels, correct tyre pressures and lubrication by grease gun.

(c) To report to the Owner immediately any breakdown of the machine or any accident involving the machine.

(d) If the hiring is from day to day to give at least a days notice of termination of days hiring or to pay one days hiring charge in lieu. If the hiring is for a fixed period to return the machine, to the Owner not later than 5:00 pm (17:00) on the last day of the period.

(e) To accept complete responsibility for any personal injuries or damage of any kind whatsoever suffered by the hirer servants or agents or any other person whatsoever arising out of the hiring of the machine whether resulting from a breakdown or defect in the machine itself or the wilful or negligent act or omission of the hirer or the operator or any other person (whether authorised to operate the machine or not) or from any other cause whatsoever and to indemnify the owner against all claims and liability in respect of such injuries and damage.

(f) Not to part with possession of the Machine or remove it to other premises than those to which it is delivered except with the owner's consent in writing and not to charge or pledge the machine in any way whatsoever.

(g) To permit the owner to inspect the machine on reasonable notice and carry out such work thereon from time to time as the owner may think necessary.

(h) To keep the machine safe and to indemnify the owner against any accidental loss or damage thereto including loss or damage (i) sustained in delivery of the machine to the hirer or the return to the owner unless the delivery or return shall be performed by the owner, or the owner's employees (ii) caused by any third party (iii) sustained in the course of recovery of the machine from bad ground and (iv) by the theft or fire or frost.

(i) Not to permit the machine to be operated by anyone other than a skilled operator or to be used in a manner or for a purpose for which it is not designed or reasonably suited or for a purpose which is not covered by a Road Fund Licence for an Agricultural machine.

(j) Not to remove from the machine any safety guards, nameplates, marks, numbers or notices affixed thereto.

(k) To pay any costs, damage, losses, charges and expenses incurred by the Owner or his agent in collecting arrears of any payable here under or in exercising any of the powers contained herein.

(l) To pay the cost of any repairs or replacements to the machine becoming necessary as a result of the breach by the hirer of the provisions of subparagraphs (c)(b)(g)(h)(i)(j) and (k) hereof and without prejudice to the generality of the foregoing to pay the cost of repair or replacement of any power take off guard.

3: The Owner agrees with the Hirer as Follows:-

(a) To deliver the machine to the hirer in good working order and condition at the commencement of the hiring and in the event of a breakdown, to put the machine back into good working order as soon as possible and provided the breakdown is not due to the wilful or negligent or act omission of the hirer his servants or agents or the breach by the hirer of his obligations under this agreement.

4: It is Further agreed as follows:-

(a) That the Owner shall be under no liability whatsoever to the hirer (in respect of any consequential loss however arising or from loss or damage due to late or non delivery or breakdown of the machine).

(b) That in the event of any breach by the hirer of the Agreements and conditions herein contained the Owner shall be entitled forthwith to terminate the hiring and retake possession of the machine but without any prejudice to any rights of action of the Owner against the hirer for arrears of hire charge or damages for breach of this agreement.

(c) The acceptance of delivery of the machine by the hirer shall be conclusive that he has examined it and found it to be complete and in good order and condition and in every way satisfactory to him.

(d) Without prejudice to the provisions of condition (4) (b) the hirer or the Owner shall have the right to terminate this agreement on giving 6 hours notice.

(e) That the Owner shall have the right to make a charge additional to the quoted rate in the event of excessive wear on the machine resulting from ground conditions.

(f) The Owner reserves the right to replace any machine which is on hire for an equivalent machine.

