



SERVICE YOU CAN TRUST





Trust in a wealth of knowledge and experience

At the end of the day, we all want to know our decisions are backed by knowledge and experience. We want to trust in those who understand and can empathise with us.

That's why here at Mr Plant Hire, we are committed to providing you with an unparalleled level of expertise and a wealth of insight that sets us apart from other providers.

Our team combines decades of knowledge across many fields with local expertise, giving you peace of mind knowing that your needs will be heard and understood when you enter our doors.

Steven King
Managing Director

Steven King, left, on vehicle inspection with Transport Manager, Oliver Simson



Construction Plant & Tool and Powered Access

Mr Plant Hire (MPH) have been servicing the construction industry since 1982. We now operate from three sites in the London area, covering the M25 and surrounding counties. Our **CONSTRUCTION PLANT & TOOL** division has a fleet of over 25 vehicles including HGV trucks up to 32T and 3.5T multi drop vehicles, plus five service vehicles. We hold the FORS silver accreditation which allows access to all sites within the FORS zone.

MPH offers excavators from 0.8T through to 9T, a full range of skip loaders and dumpers to compliment the excavators, plus telescopic handlers ranging from six metres through to 18 metres. We also stock a full range of small tools, breakers, mixers and everything you would expect from an established plant and tool hire business.



The MPH **POWERED ACCESS** division specialises in a wide range of equipment, from push around scissor lifts to 28 metre diesel booms in fleet of nearly 900 machines. As a founder member of the Access Alliance, MPH can supply powered access equipment throughout the UK – and we have been awarded the IPAF Rental Plus accreditation in recognition of our dedication to health and safety.



CONSTRUCTION PLANT & TOOL



POWERED ACCESS

Above left: Company Operations Manager, Ele Ioannou with Construction Division Manager, Osh Allen attending a recent trade show

Facing page: Marketing Assistant, Benerice Bondjanga with Ele Ioannou and M&E Division Manager, Jim Taylor on a visit to the MPH Lifting Division



MECHANICAL & ELECTRICAL



LIFTING



Mechanical & Electrical and Lifting

We have a specialist **MECHANICAL & ELECTRICAL** division that supplies all types of low-level aluminium access equipment as well as monkey towers and desk surfers. They also hold stock of a large range of site storage solutions, from small to large site boxes, fitting stores, cutting stations and the all new Cosh Cage. Plus, we cater for all pipe threading needs.



When it comes to lifting equipment, **MPH LIFTING** are the experts you can trust.

We offer a comprehensive range of robust and reliable lifting equipment, ensuring that we have the perfect solution for your project.

Our equipment goes through a rigorous quality and safety assessment to ensure that it meets our high standards.

We are committed to providing you with the best lifting equipment and services, which is why, in the upcoming year, our focus is on expanding MPH Lifting through strategic investments.



Training

MPH TRAINING provides a selection of IPAF, PASMA, Health and Safety and other training courses either at our own training centres in London or on-site to suit your needs.

IPAF TRAINING

We have been proud members of IPAF since 1997, carrying out a wide range of training courses to the highest standards to educate users on how to safely operate a variety of equipment.

PASMA

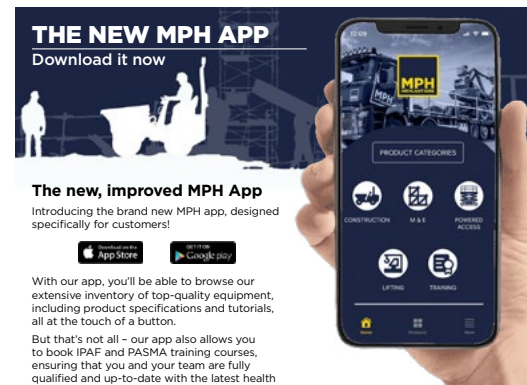
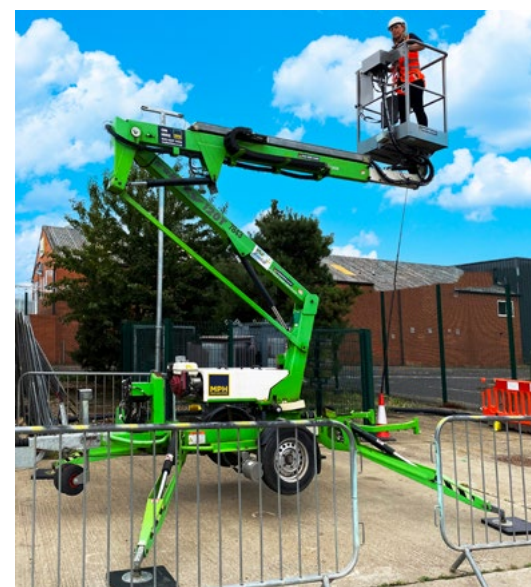
We also offer PASMA certifications that train users to operate mobile access towers and low-level access equipment safely. From assembly to alteration, dismantling or even relocation, it's crucial that users understand not only how to use the equipment they're provided with but also understand the implications of getting things wrong.

OTHER TRAINING COURSES

MPH TRAINING offers a comprehensive range of construction related courses. These include: Training in the safe use of abrasive wheels, PAT testing for electrical appliances and Forklift novice training, and for health and safety – the Quallsafe Emergency First Aid at Work courses.

Both our training centres are easily accessible by public transport and offer:

- Free on-site parking
- Walking distance from train stations
- Brand new training rooms
- Friendly helpful instructors



The new, improved MPH App
Introducing the brand new MPH app, designed specifically for customers!

With our app, you'll be able to browse our extensive inventory of top-quality equipment, including product specifications and tutorials, all at the touch of a button.

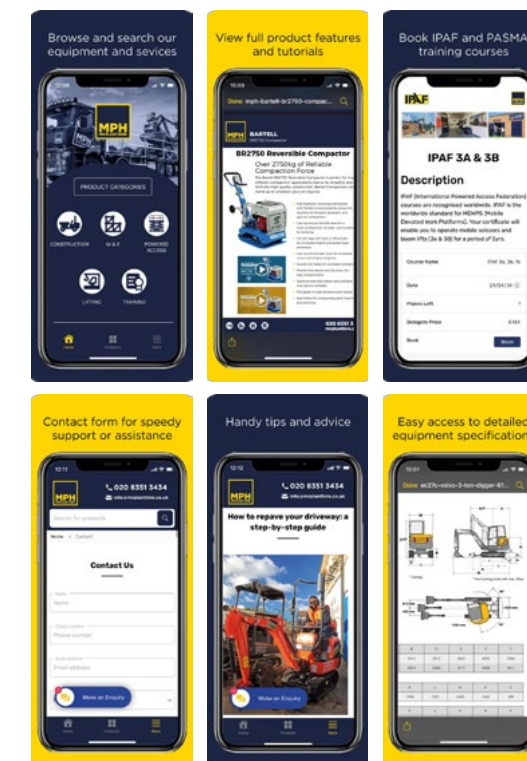
But that's not all – our app also allows you to book IPAF and PASMA training courses, ensuring that you and your team are fully qualified and up-to-date with the latest health and safety regulations.

Key features of the MPH app include:

- Browse and search our inventory of equipment
- View detailed product specifications and tutorials
- Book IPAF and PASMA training courses
- Contact us for support or assistance

So why wait? Download the MPH app today and start exploring our extensive range of equipment, and book your training courses all in one place!

Download the app from the [Apple App Store](#) or [Android Google Play Store](#)



Top and bottom left: IPAF Instructor, Karolina Kantorski

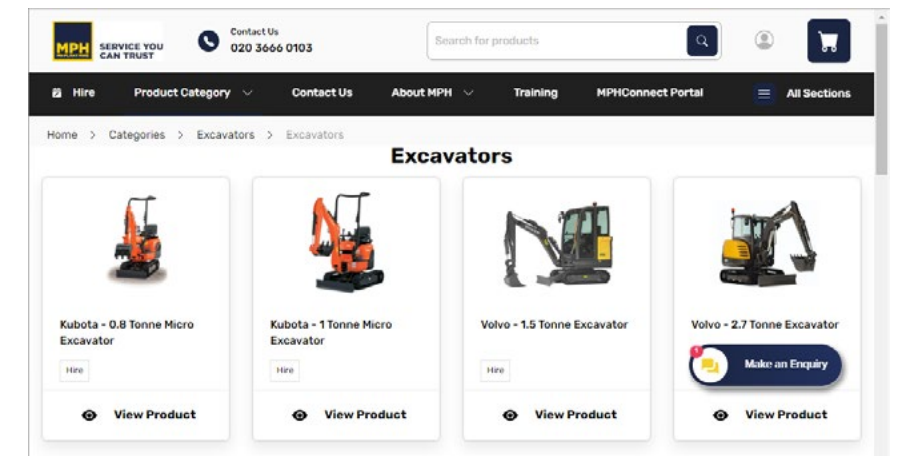
Middle left: Trainees on a PASMA course at one of our training centres

Above: Karolina Kantorski and Training Coordinator, Lisa Bunton



MPH Digital

When it comes to contemporary media, MPH are at the forefront of utilising all the advantages the digital age can offer.



From the fully loaded web site, featuring complete product listings with specification sheets, and instructional videos, to the MPH App which provides handy access to everything you could ever need to know about the company our equipment and services.



Then there is the **MPH Training Portal**, offering easy online access to identify and book all the courses you may need. And **MPHConnect**, our CRM portal, allowing our customers to conveniently view and manage their accounts at their convenience.



The **ACCESS ALLIANCE** is a collaboration of some of the UK and Ireland's strongest independently owned regional powered access sales and rental companies. As a long standing member, MPH shares in the uniform level of service and high quality of equipment delivered throughout the UK.

Collectively, the partnership offers a diverse range of powered access equipment including tower scaffold, low-level personnel lifts, mast lifts, spider access, scissor lifts, and cherry pickers from the world's leading manufacturers.

The aim of our association with Access Alliance is to provide a safe, reliable and cost-effective solution to your access problem.

As their slogan goes – **together we've got it covered**



Above right: Class 1 HGV driver, Perry Bowman manoeuvres a MEWP at the MPH Powered Access depot



Policies
Certificates
Accreditations
Insurance
Damage waiver
Supplier details
Terms and conditions

Mr Plant Hire Ltd – Environmental Policy

The Directors of Mr Plant Hire Ltd are committed to the safe management of their environmental aspects & aim to:

- Exceed the requirements of all environmental legislation under which they are governed & obligated to carry out
- In the safe handling of fuels & other hazardous materials associated with their production facilities & are to take essential measures to prevent pollution
- To maintain the continual improvement of its environmental performance through the regular review of its management system
- To make sure wherever possible recycled materials are employed
- Conserve energy & water wherever possible
- Maintain waste saving protocols & ensure the recovery of recycled material
- Encourage suppliers and contractors to develop the same practice

Mr Plant Hire complete business focus on environmental improvement is based on the belief that we a responsibility to our staff, clients, & the global environment to provide sustainable products & services.

Building a sustainable future we endeavour to offer products and services that meet the highest standards of quality and reliability and satisfy a client's requirements and expectations whilst minimising our impact on the environment. We operate with respect for our local and global environment by using our resources efficiently through continuous improvement programmes. Our overriding objective is to put the client first in every aspect of our business activities.

Mr Plant Hire business activities involves the hire & sales of tools, plant, access & powered access equipment to local & nationwide businesses. At Mr Plant Hire we believe that strong & environmental management is vital to future growth, development and the success of the company. Mr Plant Hire recognises and accepts its responsibility for its impact on the global environment and is committed to continually improving our environmental performance, objectives & targets. We are committed to:

- Complying with relevant legislation and industry codes of conduct
- Preventing environmental pollution through effective process
- Developing programmes to reduce, energy consumption and CO2 emissions. This to run alongside FORS silver certification
- To re-use & recycle waste products
- Work with supply chain to promote best practice

Environmental improvements are to be discussed on a regular basis. It is intended that our EMS will comply with ISO standards and is seen to add measurable value to the company.

Mr Plant Hire Environmental policy applies to all employees and is made available to all on the company website www.mrplanthire.co.uk

Steven King
Managing Director

QUALITY POLICY – MR PLANT HIRE LTD

To supply the products and services outlined in our registered scope of approval, in accordance with the agreed terms and conditions of customers orders and contracts.

To maintain the highest possible standards of quality and ensure that customer perception achieved remains at the highest level of performance possible, for all aspects of business.

These conditions are to be achieved, maintained, and improved by regular monitoring, analysis, review, and communication in order that Mr Plant Hire Limited and their customers achieve their goals and end objectives.



Steven King
Managing Director



FORS Silver

Mr Plant Hire Ltd (Edmonton)

has been assessed and has met the Silver level requirements of the Fleet Operator Recognition Scheme (FORS).

Single Operating Centre Accreditation applies to the following location only: N18 3PP

This certificate is valid from 16/01/2023 to 15/01/2024 and remains valid as long as FORS requirements continue to be maintained.

Ian Henderson
on behalf of the Fleet Operator Recognition Scheme



FORS Silver

Scope of accreditation for:

Mr Plant Hire Ltd (Edmonton)

Valid from 16/01/2023 to 15/01/2024

Total number of vehicles	17
Heavy goods vehicles (HGVs)	8
Wheeled plant	0
Passenger carrying vehicles (PCVs)	0
Vans	9
Cars	0
Powered two-wheeler (P2Ws)	0

Total operating centres 1

Operating centre postcode
N18 3PP

THIS IS TO CERTIFY THAT

Mr Plant Hire Ltd (1772)

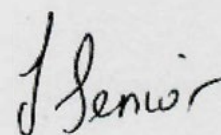
Has been accredited as a Training Provider by National Plant Operators Registration Scheme to offer Training and Testing for NPORS Registrations

Address

**Mr Plant Hire Ltd
8 Morson Road
Ponders End
Enfield
Middlesex
EN34NQ**

Accreditation Expiry

31/03/2024



Managing Director

NPORS Limited
PO Box 204, Cheshire CW9 7FY

Certificate of Registration



This is to certify that the Business Management and Service Quality Systems of

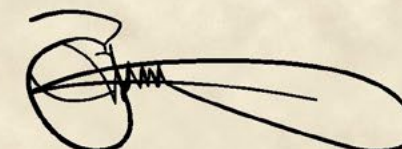
Mr Plant Hire Limited

have been audited and the company registered as a member of the SafeHire Scheme

The scope of the registration is detailed on the Schedule to the Certificate of Registration bearing this Certificate number

Certificate Number **01508** Valid Until **05.09.2026**

Signed on behalf of the SafeHire Scheme:



Director of Certification Services
Carl Bartlett

Certification is subject to annual compliance audit and re-assessment every third year by HAE/EHA
2450 Regents Court, The Crescent, Birmingham Business Park, Solihull, West Midlands B37 7YE



This is not a legal document and cannot be used as such. The certificate is valid until the date shown above unless suspended or withdrawn. It remains the property of HAE/EHA to whom it must be returned on request. To check its validity or for further certification regarding the scope of this certificate and the applicability of the Scheme shown, contact SafeHire Scheme Office on 44 (0) 121 380 4609

Broker at **LLOYD'S**

Our Ref: 66474282

14 September 2023

VERIFICATION OF INSURANCE

Dear Sirs,

RE: Mr Plant Hire Ltd

Business Description: Plant Hire, Sales, Servicing and Repair

As requested by Mr Plant Hire Plc, for whom we act as insurance brokers, we would advise that they have insurances in force in accordance with the details set out below.

Employers Liability

Insurers:	Aviva
Policy Number:	100585549CCI
Period of Insurance:	12 months from 14/09/2023
Details:	Legal liability in respect of bodily injury, illness or disease sustained by any employee arising out of and in the course of his employment with a limit of £10,000,000 any one occurrence including costs (Inner limit of indemnity EL Terrorism £5M) Including Indemnity to Principals Clause

Public/Products Liability

Insurers:	Aviva
Policy number:	100585549CCI
Period of Insurance:	12 months from 14/09/2023
Details:	The Insured's legal liability for death of or injury sustained by Third Parties and/or damage to Third Party property arising out of the Insured's Business with an indemnity limit of £10,000,000 any one accident but unlimited in any year (in the aggregate for Products liability and sudden and accidental pollution) including Indemnity to Principals Clause.
Excess:	£500 in respect of each & every event of Damage to Property

Plant All Risks

Insurers:	Aviva
Policy number:	100687242ENG
Period of Insurance:	12 months from 14/09/2023
Own Plant & Hired in Plant	
Maximum Limit of Indemnity	£1,000,000 any one claim
Excess:	£2,500

Subjectivities

Payment of premium in full.

The full Terms and Conditions of the above covers are set out in the relevant insurance policy/policies and the statement above is for information purposes only.

We trust that the above information meets with your requirements, however, if we can be of any further assistance please do not hesitate to contact this office.

Yours faithfully

Dean Calaz

Dean Calaz
Managing Director – Corporate, Commercial & Private Clients

Certificate of Accreditation

This is to certify that

Mr Plant Hire Ltd

has achieved SafeContractor accreditation

Date: 25th January 2023

This certificate is valid until: 26th January 2024

Certificate number: MV2166

This SafeContractor Accreditation has been awarded on the back of the SSIP deem to satisfy process:

SSIP Originator Scheme: International Powered Access Federation (IPAF)

SSIP Originator Scheme expiry: 12/10/2023

Signed:

Alyn Franklin
Alcumus CEO




Alcumus SafeContractor, Axys House, Parc Nantgarw, Cardiff, CF15 7QX

T: 029 2026 6749 E: safecontractor@alcumus.com W: www.alcumus.com | www.safecontractor.com

This certificate is the property of Alcumus SafeContractor and must be returned on request

Kerry London Watford Office

Hille House, 132 St Albans Road, Watford, Hertfordshire, WD24 4AL
Registered in England and Wales. Company Number: 2006558

T: 01923 211290

E: info@kerrylondon.co.uk

W: kerrylondon.co.uk

Kerry London Limited is authorised and regulated by the Financial Conduct Authority.

MPH WaveToRisk

DAMAGE WAIVER PROGRAMME



WHAT IS COVERED

(Subject to exclusions listed and hirer's responsibility)

- Theft of equipment – where reasonable effort has been made to ensure its safety and security
- Accidental damage or loss
- Termination of any 2/3rds rental charges once excess is paid (T&Cs)
- Maximum item value – £100K

COST

Current Hires

15% of weekly hire rate

EXCESSES

£500 excess for damage or theft of parts
£1,250 excess for theft of machine when supported by a valid crime reference

Potential expenditure in the event of uncovered damage or loss

Boom lift (16m diesel)	£44,000
Mini excavator (1.5 tonne)	£17,000
Scissor lift (19ft electric)	£8,500
Air Leakage Detector (ALF 150)	£6,500
4m tower	£2,500
Machine controllers	£800
Podiums (Mark I)	£570
Batteries (T105, each)	£220

EXCLUSIONS

- Theft by hirer
- Damage to third party property
- Consequential loss or damages
- Failure to carry out daily maintenance routine.
- Wilful misuse or use by untrained operators.
- Use outside of manufacturers guidelines.
- Fire damage if used for hotworks
- Whilst on hire or loan to a third party
- Paint overspray or spillage
- Misuse of batteries or failing to charge batteries in accordance with manufacturers instructions
- Exposure to corrosive or other chemicals
- Theft of control boxes
- Damage whilst being craned or carried
- Gross negligence
- Vandalism
- Failing to meet the hirers responsibility conditions

HIRER'S RESPONSIBILITY

- Follow the manufacturer's instructions
- Carry out daily maintenance checks
- Secure the machine inside a locked compound or building when not in use
- Ensure use only by trained operators

Supplier Details

Supplier name	Mr Plant Hire Limited
VAT number	GB 375 5466 20
Invoice address	120 Hertford Road, Enfield, Middlesex EN3 5AX
Registered address	Lynwood House, 373/375 Station Road, Harrow, Middlesex HA1 2AW
Telephone number	020 8351 3434
Contact emails	info@mrplanthire.co.uk accounts@mrplanthire.co.uk
Registration number	01622195
UTR	7760009432
Bank details	The Royal Bank of Scotland, 30/32 London Road, Enfield, Middlesex EN2 6DT
Account name	Mr Plant Hire Limited
Sort code	16-19-22
Account number	11950893
BIC code	RBOS GB 2L

CONDITIONS FOR HIRE AND SALE OF GOODS TO CONSUMERS AND BUSINESSES

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Consumer" an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;

"Customer" means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;

"Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

"Digital Content" means data which is produced and supplied in digital form;

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;

"Hire Goods" means any goods which are hired to the Customer;
"Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events:

(i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or

(ii) the physical repossession or collection of Hire Goods by the Supplier;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;
"Sale Goods" means any Goods which are sold to the Customer;

"Supplier" means [Mr Plant Hire Ltd (Reg: 01622195)] at the address stated at the end of these terms and will include its employees, servants, agents and/or duly authorised representatives;
"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service in respect of the Goods.

2. BASIS OF CONTRACT

2.1 Goods are hired or sold subject to them being available for hire or sale to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the Goods are unavailable due to circumstances beyond the Supplier's control.

2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 3 month Hire Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where the Customer is acting as a Consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

3. FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES

3.1 Where the Customer deals as a Consumer, the Supplier is under a legal duty to supply Goods, Digital Content and Services that are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods and Digital Content that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.

3.2 Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens' Advice Bureau or Trading Standards office. Nothing in these conditions will affect these legal rights.

4. PAYMENT

4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

4.2 The Customer shall pay the Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

4.4 *If the Customer fails to make any payment in full on the

due date the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

4.5 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

4.7 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.

5. RISK, OWNERSHIP AND INSURANCE

5.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

5.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

5.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Sale Goods remains with the Supplier until all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full.

5.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:-

5.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;

5.4.2 maintain the Sale Goods in satisfactory condition; and

5.4.3 keep the Sale Goods insured against all risks for their full price from the time they leave the physical possession or control of the Supplier.

5.5 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

5.6 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

6. DELIVERY, COLLECTION AND SERVICES

6.1 It is the responsibility of the Customer to collect the Goods from the Supplier, and, in the case of Hire Goods, return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Goods to and/or collect the Hire Goods from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

6.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 5 working days of the Customer notifying the Supplier that the Hire Goods are ready for collection whereupon the Supplier shall be liable for any loss, damage or theft thereafter.

6.3 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to clause 14.8.

6.4 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

6.5 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a Consumer and the delay is due to a Force Majeure event.

7. CARE OF HIRE GOODS

7.1 The Customer shall:

7.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

7.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

7.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

7.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

7.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

7.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

7.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

7.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

7.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and

7.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

7.1.11 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

7.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

8. BREAKDOWN

8.1 Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.

8.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

8.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

8.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier

9. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

9.1 For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 6, 6, 8 and 9 of these conditions.

9.2 For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 9 herein, and shall also fully and completely indemnify the Owner and any personnel supplied by 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 storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.

9.3 Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury;

9.4 prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner;

9.5 during the erection and / or dismantling of any Plant where such Plant requires to be completely erected / dismantled on site, provided always that such erection / dismantling is under the exclusive control of the Owner or his agent;

9.6 after the Plant has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner;

9.7 where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after it's joining such highway) under its own power with a driver supplied by the Owner.

10. STATUTORY CANCELLATION RIGHT FOR CONSUMERS

10.1 The provisions of this clause 9 only apply to Customers who are a Consumer for the purpose of any hire or purchase from the Supplier.

10.2 Subject to clauses 10.4 and 10.5, in the case of all Contracts for Sale Goods and those Contracts for Hire Goods where the Hire Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract by writing to the Supplier at the address stated at the end of these terms, without incurring any charge or Liability within 14 days of the day following the date on which the Goods come into the physical possession of the Customer.

10.3 Where a Customer exercises its right to cancel under clause 10.1 and has made payments in advance for Goods and/or Services that have not been provided to it, then the Supplier will refund these amounts to the Customer:

10.3.1 within 14 days of receipt of the Goods which have been returned by the Customer; or

10.3.2 (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods; or

10.3.3 if no Goods have been provided by the Supplier, 14 days after the day on which the Supplier is informed of the Customer's decision to cancel the Contract.

10.4 Where the Customer deals as a Consumer and requests in writing that the Supplier begins provision of the Services within the cancellation period set out in clause 10.1, then the Customer's right to cancel the Contract without incurring any charge or Liability will expire once the Supplier has completed the provision of the Services. If the Customer cancels the Contract once the Supplier has begun to provide the Services it shall be liable for all costs reasonably incurred by the Supplier in providing the Services up to the point the Supplier is informed of the Customer's decision to cancel the Contract.

10.5 Where the Contract is with a Consumer and:

10.5.1 is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and

10.5.2 provides for a specific date or period of performance, the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to the Supplier.

10.6 Where a Customer cancels the Contract under this clause 10, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.

11. TERMINATION BY NOTICE

11.1 If the Hire Period has a fixed duration, then subject to the provisions of clause 12 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

11.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

11.3 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.

11.4 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.

11.5 The rights set out in this clause 11 are in addition to any rights the Customer may have under clause 9 (and any other legal rights).

12. DEFAULT

12.1 If the Customer:-

12.1.1 fails to make any payment to the Supplier when due without just cause;

12.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

12.1.3 persistently breaches the terms of the Contract;

12.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

12.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;

12.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

12.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract; and/or

12.1.8 appears to the Supplier (acting reasonably) to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.

12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-

12.2.1 except where the Customer is acting as a Consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and be repossess any Goods;

12.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

12.2.3 the Supplier may immediately cancel, terminate and/or

suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

12.2.4 *all monies owed by the Customer to the Supplier shall immediately become due and payable.

12.3 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

12.4 Upon termination of the Contract the Customer shall immediately:-

12.4.1 return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (the Customer granting or procuring for the Supplier or its authorised representative the right to enter the site without trespass); and

12.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.

13. LIMITATIONS OF LIABILITY

13.1 *All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

13.2 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

13.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.

13.4 *The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment.

13.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

13.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

13.7 *The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

13.8 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

13.8.1 *consequential losses;

13.8.2 economic and/or other similar losses;

13.8.3 business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill; and/or

13.8.4 special damages and indirect losses however so arising.

13.9 *The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

13.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:-

13.10.1 Liability for breach of contract;

13.10.2 *Liability in tort/delict (including negligence); and

13.10.3 *Liability for breach of statutory and/or common law duty; except clause 13.9 above which shall apply once only in respect of all the said types of Liability.

13.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

14. GENERAL

14.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.5, 7, 8, 9 - shall continue in full force and effect.

14.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

14.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

14.4 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 020 8351 3434 or by e-mail it at info@mrplanthire.co.uk

14.5 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

14.6 *No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder

of the affected provision shall be unaffected and shall remain in full force and effect.

14.7 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

14.8 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.

14.9 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

Mr Plant Hire Ltd – 120 Hertford Road, Enfield, EN3 5AX
Tel: 020 8351 3434
E-mail: info@mrplanthire.co.uk



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020 8351 3434
mrplanthire.co.uk