

WILSON MACHINERY LTD – HIRE TO BUY, TERMS AND CONDITIONS 2025

THESE TERMS AND CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS.

1. FUEL, OIL AND GREASE
2. REPLACEMENT AND OR SHARPENING OF BLADES, CHAINS, FLAILS, KNIFES ETC
3. INSURANCE
4. SECURITY
5. HYDRUALIC HOSES AND HYDRUALIC COUPLINGS ASSOCIATED WITH HYDRUALIC ATTACHMENTS
6. FAILED OR DELAYED DELIVERY OR COLLECTION OF PLANT AND OR ATTACHMENTS
7. HIRER DAILY RESPONSIBILITIES
8. FLOW, PRESSURE AND CASE DRAINS
9. CLEANING OF PLANT AND OR ATTACHMENTS
10. MINIMUM HIRE PERIOD
11. DEPOSIT
12. TRY BEFORE YOU BUY WITH HIRE FEES PROMOTIONAL OFFER

1. FUEL, OIL AND GREASE

Fuel, oil, and grease shall, when supplied by the Owner, be chargeable to the hirer, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for all damages, losses, costs, and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil or grease.

2. REPLACEMENT AND OR SHARPENING OF BLADES, CHAINS, FLAILS, KNIFES ETC

The cost of replacement or re-sharpening of blades, chains, flails, knives and other ancillary items shall be borne by the Hirer.

3. INSURANCE

The Hirer shall at its own expense throughout the Hire Period or if longer for so long as the Plant and or Attachment remains in its possession or under its control (without prejudice to any liability of the Hirer to the Owner):

Insure the Plant and or Attachment and keep the Plant and or Attachment insured for its full new replacement value against all risks on a comprehensive policy without restriction or excess with a reputable insurance company insure the Owner and the Hirer throughout the Hire Period against: all liability to any person or persons for death or personal injury and damage to or loss of any property and all indirect or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever and economic loss whether arising directly or indirectly out of the use or possession of the Plant and or Attachment by the Hirer or the failure of the Hirer to comply with any of its obligations under these Conditions or arising from fire theft or vandalism.

The Hirer will upon request by the Owner at any time produce to the Owner every such policy of insurance and the receipt for the current year's premium and the Hirer shall irrevocably authorize the insurers to pay to the Owner all monies payable under the said insurance policy in respect of any loss or damage to all or any part of the Plant and or Attachment and shall ensure that the interest of the Owner in the Plant and or Attachment shall be noted on the policy of insurance.

In the event of any loss of or damage to all or any part of the Plant and or Attachment the Hirer shall give immediate notice to the Owner and shall make or assist in the making of any appropriate claim or claims under the said insurance policy in such manner as the Owner shall require and shall not in any manner settle or compromise any such claim without the prior written request of the Owner

4. SECURITY

It is the hirer's responsibility to ensure Plant and or Attachments on hire to them have adequate security whilst on site to prevent theft and or vandalism.

5. HYDRUALIC HOSES AND HYDRUALIC COUPLINGS ASSOCIATED WITH HYDRUALIC ATTACHMENTS

Hydraulic attachments will be supplied with the required hydraulic hoses for the attachment, these hoses shall be in good condition and free from any visual defects, apart from general wear and tear, any damage caused by negligence or improper use shall be chargeable to the hirer.

Hydraulic attachments that use hydraulic hoses to connect to a base machine can be supplied with hydraulic couplings to suit the hirers base machine. The hirer must provide the owner with detailed information on which hydraulic couplings they require, and the owner will supply the hydraulic couplings. Any damage to hydraulic couplings caused by negligence or improper use shall be chargeable to the hirer.

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All hydraulic hoses and couplings supplied by the owner to the hirer shall be returned at the end of hire period, failure to return any hoses or couplings will result in them being chargeable to the hirer.

6. FAILED OR DELAYED DELIVERY OR COLLECTION OF PLANT AND OR ATTACHMENTS

When the hirer has instructed the owner to deliver and or collect the plant or attachment. If the Owner or one his agents fails to deliver or collect the plant or attachment due to issues out with his control at the delivery/collection site (as instructed by the hirer) the hirer shall be liable to an additional cost for rescheduling another delivery /collection.

When the owner or one of his agents are delivering or collecting the plant or attachment there is a 30-minute grace period to allow unloading/loading of plant. If for any reason out with the owners control the loading/unloading is delayed for longer than 30 minutes, any additional time spent loading/unloading is chargeable to the hirer.

7. HIRER DAILY RESPONSIBILITIES

It is the hirer's responsibility to follow the manufacturer's handbook and the owner's instructions. The hirer should check all oil, coolant, brake fluid, fuel, and ad blue levels daily prior to use. If a level is low, you should not use the plant and or attachment until the level has been topped up.

The hirer should carry out a daily walk around check, any defects should be immediately reported to the Owner.

8. FLOW, PRESSURE AND CASE DRAINS

If a hired attachment requires to be connected to a base machine hydraulic system. The owner will advise you of what type of hydraulic system you require, whether you require a case drain and the minimum and maximum working flow and pressures. If the hirer fails to follow this advice and causes damage to the plant and or attachment the hirer will be liable for the cost of repairs.

9. CLEANING OF PLANT AND OR ATTACHMENTS

If plant and or attachments are returned in a dirty condition, this includes tracks not being fully cleaned out, a valeting charge will be applied to which the hirer is liable for.

10. MINIMUM HIRE PERIOD

The minimum chargeable hire period is 2 weeks.

11. DEPOSIT

The owner will return the deposit to the hirer, once all invoices have been settled, the plant and or attachment has been returned to the owner and the plant and or attachment has been returned in good working order, free of any damage.

12. TRY BEFORE YOU BUY WITH HIRE FEES PROMOTIONAL OFFER

The maximum amount of hire fees to be deducted from the purchase price is 4 weeks hire fee.