

Terms & Conditions



TPA
Portable Roadways

GENERAL CONDITIONS FOR HIRE

IMPORTANT: These General Conditions set out the terms and conditions governing this contract of hire – please read them carefully. IN PARTICULAR, THE HIRERS ATTENTION IS DRAWN TO CLAUSES 1(d), 5(d), 14, 18 and 19. PLEASE NOTE THAT THE HIRER IS LIABLE TO PAY HIRE CHARGES FROM THE DATE THE EQUIPMENT LEAVES THE OWNERS DEPOT UNTIL THE END OF THE NOTICE PERIOD REFERRED TO IN CLAUSE 19(c). The HIRER IS OBLIGED TO INSURE AND IS RESPONSIBLE FOR ANY DAMAGE SUFFERED TO THE EQUIPMENT FOR THE ENTIRE PERIOD THAT THE MATERIALS REMAINS AT THE SITE UNTIL ACTUAL COLLECTION NOTWITHSTANDING THAT THE CONTRACTUAL NOTICE PERIOD MAY HAVE EXPIRED.

1. Definitions

- (a) The "Owner" is TPA Portable Roadways Limited.
- (b) The "Hirer" is the company, firm, person, corporation or public authority taking the Owner's plant on hire and includes their successors or personal representatives.
- (c) "Materials" covers the recoverable access roadway and any accessories and ancillary equipment specified in the Quotation.
- (d) The hire period shall commence from either the date and time specified in the Quotation or the date and time specified by the Hirer to the Owner being not less than 48 hours after the date and time of such Quotation and shall continue until the date and time notified by the Hirer to the Owner in accordance with General Condition 19.
- (e) The "Hire Contract" means the contract for hire formed by the acceptance of the Quotation by the Hirer in accordance with these General Conditions.
- (f) A "week" shall be seven consecutive days.
- (g) "Weekly Hire Rate" means the weekly hire rate for Materials specified in the quotation.
- (h) "General Conditions" means these General Conditions.
- (i) "Quotation" means the written Quotation supplied by the Owner to the Hirer and/or incorporating these General Conditions.
- (j) "Working day" means Monday to Friday inclusive excluding Bank Holiday or other Statutory holiday and in each case commencing at 9.00 a.m. and ending at 6.00 p.m.
- (k) "Cancellation" means to cancel or postpone indefinitely the hire of the contracted quantity of materials.

In these General Conditions, except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons including firms and corporations and vice versa;
Headings in these General Conditions are for ease of reference only and do not affect the construction of these General Conditions.

2. Extent of Contract

- (a) No conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated in or form part of the Hire Contract. These General Conditions are the only terms upon which the Owner will accept orders for Materials. Any terms or conditions attached to the Hire order shall be of no effect unless repeated herein or specifically agreed in writing by the Owner.
- (b) Any quotation submitted by the Owner to the Hirer shall constitute an offer and acceptance by the Hirer in accordance with the Quotation and these General Conditions shall constitute acceptance of that offer thereby creating a binding contract for the hire subject to the terms in the Quotation and these General Conditions.
- (c) In entering into the Hire Contract the Hirer has not relied upon any representations, statements or warranties whether verbal or written made by or on behalf of the Owner.

3. Conditions of Hire

Materials shall be hired at the hire rates, so far as the same apply to Materials included in the Hire Contract.

4. Availability of Materials

The Materials offered for hire by the Owner are subject to availability at the time that the Hirer's acceptance of the Hire Contract is received by the Owner.

5. Unloading and Loading at Site

- (a) The Hirer should be on site to receive the materials on the notified delivery date and to agree the condition and quantity of materials. Should the Hirer for any reason not be able to receive the Materials immediately upon their arrival at site, then the Hirer shall be responsible for any delay and abortive transport or demurrage charges or any other consequential loss or expense incurred by the Owner.
- (b) Should any delivery vehicle supplied by the Owner be required to leave the public highway for the purpose of delivering or collection of Materials then the Hirer shall be responsible for all injury, loss and damage, howsoever caused, whether negligently or otherwise, to the Owners vehicle, employee, Materials, the site and anything on, beneath or affixed to the site, and the Hirer shall fully and effectively indemnify the Owner against any and all such injury, loss or damage provided that nothing in this clause shall exclude liability of the Owner for death or personal injury caused as a result of the negligence of the Owner, or its servants.
- (c) Should any vehicle supplied by the Owner, for the purpose of collection or delivery of plant to the site encounter any rough or soft ground, access restrictions, obstructions or otherwise prior to reaching the position at which the Materials are to be laid or recovered then the Hirer shall be responsible for making good the access so as to ensure that the vehicle can enter or leave the site and will be responsible for the cost of any damage to the vehicle, howsoever caused along with an aborted or demurrage charges or other loss.
- (d) Should any collection or delivery be delayed or have to be aborted, once commenced, because the Hirer cannot return the Materials, or because of site restrictions or any other reason, then the Hirer shall be responsible for both the cost of continued hire charges for the Materials remaining until a time that a successful recovery may be achieved, and the Owners costs associated with any delayed or aborted visit.
- (e) The use of the lorry mounted cranes attached to the Owner's vehicles is at the sole discretion of the driver and the Owner.
- (f) All delivery and collection dates or times quoted are estimates only and not guaranteed and time shall not be of the essence for delivery.
- (g) On delivery and laying of Materials, the Owners representatives will tender a receipt to the Hirer confirming that the Materials has been received in good condition and laid in accordance with the Hirers requirements. The Hirer must draw any discrepancy to the Owner's representative's attention at this time and failure to do so, or, if the Hirer shall have no person on site to sign the receipt, the Owners representatives signature shall be conclusive evidence of satisfactory receipt and laying of Materials.
- (h) Upon collection or return of Materials, the Owners representative shall tender to a representative of the Hirer a form for signature confirming the quantities of Materials recovered and that the site has been left in a satisfactory condition. The Hirer must draw any discrepancy to the Owners representatives' attention at this time and failure to do so, or if the Hirer shall have no person on site to sign this form, the Owners representative's signature, shall be conclusive evidence of the quantity of Materials recovered.
- (i) Materials are recovered from site and returned to the Owners depot unexamined. Full inspection will be made at the Owners depot and details of any missing or damaged items etc. will be notified to the Hirer and the procedures set out in clause 14 will apply.
- (j) Any abortive transport charges are calculated on reasonable costs incurred in connection with the Hire Contract. Demurrage will be charged at the current stand-by rate published within the Owners standard hire rates whether or not inspected by the Hirer.

6. Delivery in good order and maintenance

- (a) Unless notification to the contrary is received by the Owner from the Hirer immediately on delivery, with confirmation in writing, the Materials shall be deemed to be in good order in accordance with the terms of the Hire contract and to the Hirer's satisfaction. The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the Owners stipulated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).
- (b) The Hirer must satisfy himself as to the suitability of the Materials and that his requirements will be fulfilled prior to acceptance and use and the Owner shall not be responsible for any failure by the Hirer to do so.
- (c) The hirer shall when hiring materials take all reasonable steps to keep himself acquainted with the state and condition of the materials. If such materials be continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.
- (d) Acceptance of the Materials implies acceptance of all terms and conditions herein unless specifically agreed otherwise in writing by the Owner.

7. **Handling and Use of Materials**
- (a) Prior to the laying of the Materials, the Owner reserves the right to visit the site by pre-arrangement with the Hirer. The purpose of this visit is to assess the suitability of the site for use of the Materials to confirm the layout required for the materials and the access route to the site. The Owners representative may prepare a site plan detailing the location of the site, access to it and the layout requirements which will be tended to the Hirer for signature to confirm agreement. The Hirer must draw any discrepancies to the Owner's representative's attention at this time and failure to do so or if the Hirer shall have no person on site to approve the site plan the Owner's representative's signature shall be conclusive evidence of accuracy of the site plan.
 - (b) Where the Owner has submitted a quotation prior to a site inspection, the Owner reserves the right to withdraw from any Quotation or other responsibility if in the Owner's sole opinion, access to the site or the site condition are unsuitable for the passage of vehicles or the laying of Materials or that the quantity of Materials ordered is insufficient for the purposes required. The Owner shall not be under any liability should the Owner decide to proceed with the Hire Contract following site inspection and it subsequently transpires that the site conditions are unsuitable for Materials. The Owner reserves the right to attend the site at all times throughout the hire period to assess and confirm the suitability of the site conditions and Materials.
 - (c) A suitable vehicle, with crew, will be provided by the Owner to initially lay and finally recover the Materials.
 - (d) The cost of any interim movement or re-siting (i.e. recovery and relaying) of Materials from one position to another as requested by the Hirer after the initial laying and prior to the final recovery shall be borne by the Hirer, only with the express written permission of the Owner shall the Hirer move or reposition the Materials himself.
 - (e) The Hirer shall provide at the request of the Owner, and at his own cost, any plant materials or labour which may be required to assist in the preparation of the ground and laying and/or recovering of the Materials and such work shall be carried out to the satisfaction of the Owner.
 - (f) The cost of any cranes, materials or labour provided shall be borne by the Hirer.
 - (g) Vehicles using the Materials must not exceed 5 miles per hour or any lower speed stipulated by any site signs. The Owner may specify in the quotation or in the site plan or by any other notice to the Hirer which vehicles and loads are suitable and unsuitable for use on Materials once laid. In any event, tracked vehicles must not use the Materials; the Hirer may obtain written permission from the Owners to operate specific tracked vehicles to the Owners stipulated conditions. If necessitated by the site conditions, special restrictions on the type of vehicle used and the load it carries will be laid down by the Owner, in which case, the Hirer will be notified in writing of any restrictions placed upon the use of the Materials by the Owner.
 - (h) The Hirer shall be responsible for providing adequate hard standing where vehicles enter and leave the Materials.
 - (i) The Owner accepts no responsibility for damage to vehicles or plant or any other loss or damage as a result of using the Materials.
 - (j) The Hirer shall not remove, deface or cover up the Owner's name plates or marks on the Materials which indicate that it is the property of the Owner.
8. **Servicing and Inspection**
The Hirer shall at all reasonable times allow the Owner, his agent, or his insurers to have access to the Materials to inspect, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at all times to suit the convenience of the Hirer.
9. **Repairs and Adjustments**
Except in the case of repairs undertaken by the Owners operator or driver, the Hirer shall not repair or attempt to repair the Materials unless specifically authorised in writing by the Owner. No allowance for hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been specifically authorised in writing by the Owner. The Owner undertakes to deal with all necessary repairs as quickly and reasonably as possible.
10. **Breakdown**
- (a) Full allowance will be made to the Hirer for any stoppages due to breakdown of plant caused by the development of an inherent fault or fair wear and tear in the Materials and for all stoppages for normal running repairs in accordance with terms of the Hire Contract. The allowances will be calculated by a reduction in the hire charge proportionate to the extent of Materials and the period of time it is affected.
 - (b) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the Materials and shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner as a result of the Hirer's negligence, misdirection or misuse of the Materials, whether by the Hirer or his servants, and for payment of hire at the appropriate rate during the period the Materials are idle due to such breakdown. The Owner shall be responsible for the cost of repairs to the Materials involved in breakdowns from all other causes and will bear the cost of providing spare parts.
 - (c) The Hirer shall not repair or modify the Materials without the written authority of the Owner.
11. **Other Stoppages**
- (a) In the event of site conditions deteriorating to the extent that, in the sole opinion of the Owner's representative, the Materials are no longer fit for use, the Owner reserves the right to decide to suspend use of the Materials. A standing charge is made for such periods or until the recovery of the Materials is carried out.
 - (b) No claim will be admitted for stoppages through causes outside the Owners control, including bad weather or adverse ground conditions.
12. **Loss of Use of Materials or Other Plant due to Breakdown**
Each item of Materials specified within the Quotation is hired as a separate item and the failure of one or more items, through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of use of any other items (which are the property of the Owner or otherwise) used in conjunction herewith.
13. **Consequential Losses**
The Owner accepts no liability nor responsibility for any loss whatsoever (including indirect or consequential loss or damage) howsoever arising in connection with breakdown or stoppage of the Materials or through late or non-arrival.
14. **Hirers Responsibility for Loss and Damage**
- (a) The Hirer shall indemnify the Owner and keep them indemnified against death, injury or disease to any persons or loss of, or damage to any property and against all claims, proceedings, damages, costs, charges and expenses in respect thereof provided that the Hirer shall not be liable for, nor be required to indemnify the Owner for any injury, loss or damage to the extent that such injury, loss or damage is caused by any wrongful act, default or negligence on the part of the Owner, its employees or sub-contractors.
 - (b) Notwithstanding that the hire period may not yet have commenced or may have expired, the Hirer shall make good to the Owner all loss or damage to the Materials occurring whilst the Materials are at the site from whatever cause the same arise, fair wear and tear excepted as provided in clause 10 herein. In the event of loss or damage to the Materials, hire charges shall continue until a settlement has been effected.
 - (c) The Hirer covenants to insure the Materials and ancillary equipment at their FULL REPLACEMENT COST THROUGHOUT THE ENTIRE PERIOD THAT THE MATERIALS ARE AT THE SITE notwithstanding that the hire period may not yet have commenced or may have expired and produce evidence of such insurance to the Owner.
 - (d) Where Materials are reported as lost or stolen and replacement cost is charged, should the Materials subsequently be located and returned to the Owner by the Hirer in an acceptable condition, an appropriate credit will be issued. However the price whilst the Materials were missing will be chargeable at the Weekly Hire Rate and the issue of any credit is strictly subject to this condition.
 - (e) Where Materials are lost or not available for collection at the end of the hire period, the hirer is responsible for the full replacement cost, in the event of damage to the Materials, where in the opinion of the Owner, it can be economically repaired, the cost of any repairs will be charged to the Hirer. In all other instances full replacement cost will be chargeable.
 - (f) If required by the Owner or his representative, the Hirer shall provide 24 hour security patrols in addition to insurance cover at his own cost, to the Owners satisfaction.
 - (g) The Hirer must maintain his security and insurance arrangements during any holiday or shut-down period and until the Materials are collected by the Owner.
 - (h) The Hirer shall ensure that the Materials are clean and free from foreign matter and obstructions prior to placing the Materials off hire and that it remains in that condition until the Owner's representatives attend site for the purpose of recovery the Hirer shall pay any costs incurred by the Owner in cleaning the Materials for recovery.
 - (i) If the Owner considers that cleaning, repair or replacement of Materials is necessary, then the Owner will notify the Hirer orally and in writing, and the Hirer shall have the right to inspect such Materials at the Owner's depot and make representations as to the necessity of the cleaning, repairs or replacements relating thereto, within 5 working days of notification. Following any representations, the Owner's decision will be final. If the Hirer fails to inspect or make representations within the timescale specified, he will be deemed to accept the necessity for any cleaning, repair or replacement and the charges relating thereto.
 - (j) Materials shall not be moved from the site to where it was delivered or the position at which it was laid by the Owner.
15. **Notice of Accidents**
If the Materials are involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's registered office. No admission, offer, promise or payment shall be made by the Hirer without the Owner's consent in writing. Failure to comply with this clause may allow the Owner to deny any liability to any accidents.

16. **Sub-Letting**
The Hirer shall not part with the possession, sub-let, or lend the Materials or any part thereof to any third party without first receiving the written permission of the Owner.
17. **Return of Materials for Repairs**
If at any time after the date of delivery any item of the Materials, subject to the Hire Contract is in the opinion of the Owner in need of repairs, he may stop further use thereof until such repairs have been carried out on site, or the Owner may ask for such Materials to be sent to a depot and in the event the Owner shall be entitled to replace such Materials forthwith with similar Materials, the Owner paying all transport charges involved in the removal of such Materials to depot for repair and delivery of the substituted Materials and the Hire Contract shall continue as if the substituted Materials had been the subject thereof, or alternatively, the Owner shall be entitled to determine the Hire Contract forthwith in relation to the item of Materials involved by giving written notice to the Hirer provided that if such determination shall occur under this clause:
(a) within three months from the date of delivery of such Materials to site the Owner shall be liable for the cost of all transport involved including that for original loading and transport to site and for reloading and return transport of such Materials;
(b) more than three months from the date of delivery of such Materials to site the Owner shall be liable only for the cost of reloading and return of such Materials.
Provided always that the Hirer and not the Owner shall be liable for the costs of loading and/or transport if necessary for such repairs arises from the negligence, misdirection or misuse of such Materials by the Hirer or any third party.
18. **Basis for Charging**
(a) Materials shall be hired out for a minimum period of one week or for any longer period as may be mutually agreed between the Owner and the Hirer.
(b) For any period of hire after the first week the Weekly Hire Rate shall be charged for each complete week and as follows for part of a week, unless specifically agreed otherwise by the Owner in writing:-
- | Number of Days | Proportion of Weekly Hire Rate Payable |
|----------------|--|
| 1 | 1/5 |
| 2 | 2/5 |
| 3 | 3/5 |
| 4 | 4/5 |
| 5 – 7 | 5/5 |
- In the case of breakdown for which the Owner is responsible an allowance of the rate of one-fifth of the agreed Weekly Hire Rate will be made for each full working day broken down calculated to the nearest half working day. NO allowance will be made for breakdowns on Saturdays or Sundays or part of a working day.
(c) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time for laying and recovery vehicles.
(d) No allowance can be made should the Materials not be in actual use at any time during the period of Hire.
(e) The hire period will continue throughout any statutory holiday or construction industry shutdown, unless specifically agreed otherwise by the Owner in writing.
19. **Notice of Termination of Contract**
(a) THE HIRE PERIOD CAN ONLY BE ENDED BY THE HIRER ON THE TERMS IN THIS CLAUSE. The hire periods cannot be fixed at the commencement of the Hire Contract. All hire periods are for an indefinite period of time and any reference to a fixed period of time incorporated in the Quotation or acceptance shall be of no binding effect and shall be for guidance only as to the anticipated length of the hire period.
(b) Unless otherwise specified in the Quotation, the Owner will not accept any termination instructions from the Hirer at the time of placing the hire order.
(c) The Hirer may only terminate the Hire Contract by not less than one working day's prior notice, either written to the Owner at the Owner's address or verbal instructions to a representative of the Owner. In the event of the Hirer failing to give adequate notice to the Owner in accordance with this contract the hire period shall continue until such time as the contractual notice period has expired.
(d) The Owner may, without prejudice to any of its other rights arising hereunder or as a result of any breach by the Hirer of its obligations, forthwith upon giving notice terminate the Hire Contract:
(i) if the Hirer shall fail to observe or perform any material term or condition hereof and such default or breach (if capable of remedy) shall continue un-remedied within a reasonable period after notice in writing, specifying the breach requiring the same to be remedied and specifying the time within which the breach must be remedied, has been given.
(ii) If an order is made, or a petition presented, or a resolution is passed for the winding-up of the Hirer except in the case of a voluntary winding-up for the purposes of a scheme of reconstruction or amalgamation the terms of which previously have been approved in writing by the Owner.
(iii) if an administration order is made, or a petition for such an order is presented, in respect of the hirer;
(iv) if a receiver (or administrative receiver) is appointed in respect of the Hirer or all or any of its assets;
(v) if there is any material change in the management or ownership of the Hirer which the Owner reasonably considers to be adverse to its own interests.
(vi) if the Hirer stops payment or ceases to carry on its business or substantially the whole of its business;
(vii) if the Hirer is unable to pay its debts within the meaning of section 518 of the Companies Act 1985;
(viii) if the Hirer commits a material breach of this Agreement which is incapable of remedy.
(e) Notwithstanding that the Hire Contract has been properly terminated in accordance with this condition 19, the Hirer shall ensure that the Owner may obtain access to the site to collect the Materials for seven working days following the ending the hire period or for such longer period as may be specified by the Owner in the Quotation. The Hirer is fully responsible for all Materials during this period and until the Materials is collected from the site the Hirer must make all necessary arrangements in order to comply with the transport and collection requirements contained within the Hire contract. The Hirer shall be fully responsible for losses or damages sustained to the Materials during this period.
20. **Cancellation**
(a) In the event of the Hirer cancelling all or part of the Hire Contract the Owner reserves the right to charge the following:-
- | Number of Days Notice | Proportion of the overall contract value |
|------------------------|--|
| Less than 7 days | 100% |
| Between 7 and 13 days | 50% |
| Between 14 and 28 days | 25% |
| Greater than 28 days | Nil% |
- (b) Part cancellations will be charged on a pro-rata basis.
(c) Cancellation charges take precedent over all other charges and shall be invoiced on the date of cancellation. Cancellation invoices shall be due for payment on the date of commencement of the originally contracted period of hire.
21. **Payment**
(a) Invoices may be rendered by the Owner at monthly intervals throughout the hire period and/or after the end of the hire period. Where account facilities have been granted in writing all invoices must be paid within 30 days from the date of invoice, time being of the essence. Where no such facilities have been granted payment will be with order or where previously agreed on delivery, time being of the essence. Where these terms are exceeded interest shall be payable at the rate of 4% above the Bank of England base rate from time to time prevailing without prejudice to any other rights or remedies available to the Owner.
(b) Should the Hirer fail to ensure prompt payment the Owner may arrange to collect and repossess all Materials and ancillaries from site. If the Owner is unable to collect the Materials, or any part thereof from the site, for any reason then such plant, or part thereof shall be deemed to have been sold to the Hirer as at the date of collection or attempted collection at the full replacement cost of the items left un-recovered. If any Materials or ancillaries collected or received from the site are in need of repair, replacement or cleaning, then the procedure set out in clause 14(b) shall apply.
(c) In the event of the Owner deeming it necessary to recover unpaid accounts, the Owner reserves the right to commence legal action and to include all costs, expenses and interest charges in the claim.
(d) Should the Hirer wish to query or dispute any part of any charge rendered, written notification must be given to the Owner within the period allowed for payment. Any subsequent query or dispute will be considered by the Owner and when settlement is agreed an appropriate credit or refund will be issued, but the Owner shall be entitled to set off and retain any sums due to the Hirer against any contingent or actual liabilities of the Hirer to the Owner or any other company within the same group of companies as the Owner.
22. **Law**
This Hire Contract shall be governed by and construed in accordance with English Law. The parties to this agreement irrevocably agree for the exclusive benefit of the Owner that the courts of England shall have jurisdiction over any claim arising under or in connection with this Agreement and that accordingly any proceedings in respect of any such claim or matter may be brought in such courts. Nothing in this clause shall limit the right of the Owner to take proceedings against the Hirer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of the other jurisdiction.