

Nationwide Hire Solutions part of Nationwide Hire Ltd

Standard (1), CPA (2) and Special (3) Terms & Conditions of Business.

Standard terms and conditions of Business (1)

1. The “supplier” is Nationwide Hire Ltd, a broker in the business of procuring and providing managed hire services on behalf of the hirer.
2. The “delivery agent” or “owner” is the company, firm or person that owns the plant and delivers the plant (or arranges for delivery of the plant by a third party) to the hirers specified location at the request of the supplier.
3. A contract for the hire or sale of equipment or services comes in to effect between the hirer and the supplier on a transactional and verbal basis. The hirer requests and the supplier offers goods and/or services that form the basis of a contract between the parties. Verbal or written communication of a booking constitutes acceptance of the supplier’s offer. Signatures on a hire agreement are not of the essence in order to form a hire contract.
4. The supplier relies on the hirer’s signed acceptance of terms and conditions of business at the start of the business relationship. Such terms and conditions of business are provided with every customer application for credit facilities or application to trade.
5. Unless agreed in writing the Standard, CPA and Special terms and conditions of trade prevail over any terms of business or purchase condition implied, imposed or incorporated by the hirer.
6. The supplier shall use his best endeavours to effect delivery and collection by the dates and times agreed between the parties however, time is not of the essence and the supplier accepts no liability for losses by the hirer consequential or otherwise, for failure to or delay in supplying to the hirer’s specification.
7. The hirer shall insure and maintain insurance cover in respect of

the liability held in the safekeeping and maintenance of all equipment hired from the supplier. Self-insurance may be acceptable under certain circumstances with the supplier's prior approval. For the avoidance of doubt the risk of loss, theft or damage shall pass to the hirer on delivery of the equipment. The equipment shall remain at the sole risk of the hirer during the hire period and any further reasonable term during which the equipment is awaiting collection (the risk period) until a successful collection has been made by the owner or his agent.

8. Temporary workers supplied are deemed to be under the supervision, direction and control of the hirer. The hirer agrees to be responsible for all acts, errors and omissions of the temporary worker whether wilful, negligent or otherwise and further agrees to comply with all statutes, codes of practice and legal requirements to which the hirer is subject in respect of his own staff including, but not limited to, working time regulations, health & safety at work act and employers & public liability insurance.

Model CPA (2011) terms and conditions of Business (2)

Special terms and conditions of business (3) - for the hire of waste containers and the collection & disposal of controlled waste

1. The hirer will direct the supplier and delivery agent where to deliver or collect equipment and accepts responsibility for having undertaken an assessment of the risks involved in doing so. His direction will include risk removal, reduction and mitigation.
2. Where the hirer requires the owner or delivery agent to deliver or collect off the public highway then the hirer shall do so entirely within his discretion and this shall be entirely at his own risk. The hirer shall indemnify the delivery agent and the supplier against any associated claim or demand for loss or damage, either directly or indirectly connected.
3. Where the hirer requires the owner or delivery agent to deliver on the public highway then the hirer accepts responsibility for having secured all criteria, permissions and permits to do so from the relevant local council.
4. The hirer shall not move or remove a waste container without



CPA T&Cs 2011.pdf



- the permission of the supplier
5. The hirer shall ensure that the contents of the waste skip match the description of the waste type given at the time of instruction to the supplier to arrange delivery. This includes the hirer's responsibility to have knowledge of and control of the waste type deposited. Failure to do so may result in additional charges being levied to sort and dispose of undeclared waste
 6. It is the hirer's responsibility to inform the supplier of the potential for the container to contain hazardous waste as described by the Hazardous Waste Regulations 2005, from time to time amended. The presence of hazardous waste may result in additional costs to the hirer and delays in collection and disposing of the waste.
 7. The hirer shall make use of the waste container within the agreed hire period and shall inform the supplier in good time of its readiness for collection. Hire periods in excess of 14 days may at the supplier's discretion, incur an additional weekly hire charge.
 8. The hirer is not permitted to
 - a. Light fires or allow fires to be lit in waste containers
 - b. Overload the waste container by weight or above a level load marked by the top of the container
 - c. Board up the container to increase a level load marked by the top of the container

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