

Additional Terms and Conditions for Generator Hire

These Additional Terms and Conditions for Generator Hire (“Generator Conditions”) form part of and shall be subject to Elliott’s Conditions of Hire which can be found at <http://www.elliottuk.com/conditions-hire>. The Generator Conditions relate only to the hire of generators, hybrid power solutions, related cables, distribution boards (**Power Equipment**), fuel tanks (**Fuel Tank**) and fuel management services (**Fuel Management Option**) (each including in the definition of Equipment). In the event of any inconsistency between these Generator Conditions and the Conditions, these Generator Conditions shall prevail.

- I) Hire Charges for Power Equipment and Fuel Tanks are inclusive of standard Site servicing in accordance with the Owner’s programme for servicing and will normally be made Monday to Friday between 0800 to 1700 (excluding bank and public holidays at the relevant Site or any period during the annual Christmas shutdown (normally Christmas Eve and the day after New Years’ Day (bank and public holidays permitting)). Full 24-hour support may be available at additional cost subject to agreement in writing by the Owner and subject to any other terms and conditions notified by the Owner.
- II) Unless otherwise stated in the quotation and the relevant Order, the minimum Period of Hire of Power Equipment and/or Fuel Tanks is 5 working days and subject to a maximum usage of 50 hours, with excess hours chargeable at any time following the end of the original Period of Hire and to be paid on demand.
- III) If the parties have agreed in the writing the Hirer may operate the Power Equipment and Fuel Tanks for an unlimited number of hours (“Unlimited Generator Hours”) the Hirer shall operate the Power Equipment and Fuel Tanks in accordance with the manufacturers operating manual including any restrictions on operation stated therein. If the ‘Unlimited Generator Hours’ option is not specified in the Order the Hirer will be charged for any use in excess of 50 hours. Evidence of the excess use will be provided on request. The ‘Unlimited Generator Hours’ option can be requested at any point during the hire period subject to availability and agreement in writing by the Owner.
- IV) In the event of cancellation, delay or postponement prior to delivery of any Power Equipment, Fuel Tanks or Fuel supply, the Hirer must give not less than 24 hours’ notice and should be notified before 12pm noon. An abortive charge including but not limited to delivery, transport and storage charges will be applied where 24 hours’ notice is not provided.
- V) Fuel Tanks are delivered with a full tank of Fuel. Where the Fuel Management Option is not taken any Fuel remaining in the Fuel Tank will be credited on return at the Owner’s usual rates.
- VI) If the Hirer has opted for the Fuel Management Option the Owner shall use reasonable endeavours to provide such service in accordance with the levels stated in the Order and the terms of the Contract.
- VII) All Fuel Equipment is supplied with full Fuel tank and fuel used is chargeable unless otherwise agreed. The Owner’s current fuel charges are as follows:
 - a. Fuel tank top-up will be charged at **£POA litre**. Evidence will be provided on request.
 - b. Contaminated Fuel will be charged at **£POA litre**. Evidence will be provided on request.

- c. Bulk Fuel supplies (>1000 litres) and Fuel Management Option will be charged at **£POA litre**.
 - d. Due to the volatility in world oil prices the Owner reserves the right to charge transport and fuel rates at its prevailing rates at any time during the Period of Hire.
- VIII) The Fuel to be provided as part of the Contract is Class A2 Gasoil (and references to “Fuel” shall be construed accordingly).
- IX) Where a Site survey has not been carried out or Site conditions or lay out change after the Site survey; any specialist requirements that have not been identified or advised, and any deviations from the Quotation may be chargeable by the Owner to the Supplier and paid on demand. These may include but are not limited to:
- a. The repositioning of the generator/s due to proximity to a water course (within 10m) that was not advised at enquiry stage.
 - b. The repositioning of the generator/s due to a restricted Site that was not advised at enquiry stage.
 - c. Any additional materials required as a result of a or b.
- X) If the Hirer does not want the Owner to automatically top up Fuel Tanks with Fuel, it must notify the Hirer of this in writing at least 24 hours in advance.
- XI) The Hirer agrees that it will not, and will not permit any third party to, deposit any fuel or other liquid or material into the Fuel Tanks without the prior agreement of the Owner.
- XII) The parties agree that the Owner can have no liability for the quality of Fuel stored in the Fuel Tanks where liquids or materials other than Fuel supplied by the Owner has been deposited into the Fuel Tanks.
- XIII) The Owner will notify the Hirer of its proposed delivery of Fuel and the Hirer will allow the Owner reasonable access to allow it to deliver the Fuel and within 30 minutes of arrival at Site. Deliveries of Fuel will normally be made Monday to Friday between 0800 to 1700 (excluding bank and public holidays at the relevant Site or any period during the annual Christmas shutdown (normally Christmas Eve and the day after New Years’ Day (bank and public holidays permitting)).
- XIV) Risk of loss of or damage to the Fuel shall pass to the Hirer once the Fuel has passed into the Hirer’s storage tanks.
- XV) The Hirer agrees that the Fuel provided as part of the Fuel Management Option is not permitted to be used for use in road vehicles and it agrees that it will not use such Fuel (or permit such Fuel to be used) for road use and that it will indemnify the Owner and keep the Owner fully indemnified against any losses, damages, claims, penalties or fines which are suffered or incurred by the Owner arising out of or in connection with the Hirer’s misuse of the Fuel.
- XVI) The Hirer shall only use Fuel Tanks in accordance with the Owner’s written instructions and the Hirer agrees that it will indemnify the Owner and keep the Owner fully indemnified against any losses, damages, claims, penalties or fines which are suffered or incurred by the Owner arising out of or in connection with any issues, damage to, misuse or failure of the Fuel Tanks which is not as a result of an act or omission of the Owner.
- XVII) A quotation for Power Equipment, Fuel Tanks and Fuel Management Option is valid for acceptance for 30 days from the date on the quotation (See below for return confirmation).