

BUFFALO PLANT HIRE LTD - TERMS & CONDITIONS

Version 1.0 - Last Updated: 17 May 2025

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1. Ownership

All hired equipment remains the property of Buffalo Plant Hire Ltd at all times.

2. Payment Terms

- Payment is due after the machine has been collected, unless otherwise agreed in writing.
- Invoices must be settled within 5 days of issue.
- Accepted payment methods include bank transfer and card payment.
- Late payments will incur a 5% interest charge per week overdue.

3. Hire Period & Off-Hire Procedure

- Hire is charged on a daily or weekly basis, as agreed.
- Hire begins upon delivery or collection of equipment.
- Off-hire must be confirmed via text, WhatsApp, or email.
- Equipment will continue to be charged until off-hire is confirmed and collection is arranged.

4. Delivery & Collection

- Delivery is charged at £20 each way.
- Additional charges may apply for long distances, difficult access, or non-standard locations.
- The hirer is responsible for ensuring safe, accessible delivery and collection conditions.
- Waiting time beyond reasonable limits may be charged additionally.

5. Site Access & Conditions

The hirer is responsible for ensuring the site is suitable for delivery, safe machine operation, and access by plant transport vehicles. Inaccessible or unsafe sites may result in additional charges or refusal to deliver.

6. Damage, Theft & Responsibility

- The hirer is fully responsible for any loss, damage, or theft of equipment during the hire period.
- Equipment must be returned in clean and good working condition.
- Charges will apply for:
 - Cleaning if equipment is returned in poor condition.
 - Repairs due to misuse or damage.
 - Replacement if equipment is stolen or written off.
- It is the hirer's duty to check equipment on delivery and report any existing damage immediately.

7. Insurance

- The hirer is responsible for maintaining suitable insurance that covers:
 - Loss
 - Theft

- Damage
- Third-party liability
- Buffalo Plant Hire Ltd accepts no responsibility for damage, loss, injury, or claims arising from use of the equipment.

8. Equipment Usage

- Equipment must only be used by trained and competent operators.
- Misuse, unauthorised use, or relocation to other sites without permission may result in:
 - Termination of hire
 - Additional charges
- The hirer must operate equipment in accordance with manufacturer guidelines and legal regulations.

9. Breakdown & Support

- Support is available Monday to Saturday, 8:00 AM - 5:00 PM.
- Out-of-hours breakdowns will be addressed the next working day.
- No refunds or discounts will be issued for breakdowns caused by operator error or misuse.

10. Cancellations

- Cancellations must be made with at least 24 hours' notice prior to the arranged hire start.
- Cancellations made on the day of hire may be subject to a call-out or delivery charge.

11. Data Disclaimer

Buffalo Plant Hire Ltd accepts no liability for data or media left in any equipment upon return (e.g., GPS, camera systems).

12. Force Majeure

Buffalo Plant Hire Ltd shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to weather events, breakdowns, or supplier delays.

13. Termination of Hire

- Buffalo Plant Hire Ltd reserves the right to terminate hire immediately if:
 - Equipment is misused
 - Payment is not received
 - Terms are breached
- Equipment must be made immediately available for collection upon termination.

14. Sub-Hiring

The hirer may not sub-hire, loan, or transfer the equipment to any third party without written consent from Buffalo Plant Hire Ltd.

15. Fuel & Maintenance

- Equipment must be returned with the same level of fuel as delivered.
- The hirer is responsible for basic daily maintenance, such as oil checks.
- Damage caused by negligence or lack of maintenance will be chargeable.

16. ID & Security Requirements

Buffalo Plant Hire Ltd reserves the right to request proof of ID, address, and/or a refundable deposit before release of equipment.

17. Digital Acceptance

Digital acceptance of these terms via message, email, or invoice approval is considered legally binding.

18. Disputed Charges

Any disputed charges must be raised within 7 days of the invoice issue date. Disputes raised after this period may not be considered.

19. No Modification Without Consent

No changes to these terms shall be valid unless agreed in writing and signed by a director of Buffalo Plant Hire Ltd.

20. Privacy & Data Handling

Client contact and identification details are securely stored in accordance with UK GDPR. Buffalo Plant Hire Ltd does not share personal information with third parties.

21. Legal Jurisdiction

These terms and conditions are governed by UK law. All disputes will be resolved in the courts of England and Wales.

22. Acceptance of Terms

By signing a delivery note, confirming collection, or taking possession of equipment, the hirer confirms acceptance of these terms and conditions in full.

Contact:

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