

Additional Terms and Conditions for Generator Hire - UK

These Additional Terms and Conditions (**Additional Terms**) apply 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**) (together the **Hired Equipment**). These Additional Terms relating to the Hired Equipment apply to your Agreement with us in addition to our Standard Conditions of Hire, which can be found at <https://www.algeco.co.uk/terms-conditions>, and form part of and are incorporated into your Hire Contract.

All capitalised words and expressions used in these Additional Terms will have the meanings given to them in the Standard Conditions of Hire, unless otherwise defined in this document.

If there is any conflict between these Additional Terms and the Standard Conditions of Hire, these Additional Terms will prevail.

1. Hire Charges for Power Equipment and Fuel Tanks are inclusive of standard Site servicing in accordance with Algeco'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) (**Working Days**). Full 24-hour support may be available at additional cost subject to agreement in writing by Algeco and subject to any other terms and conditions notified by Algeco.
2. Unless otherwise stated in the quotation and the relevant Order, the minimum Hire Period for 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, subject to paragraph 3 below.
3. If the parties have agreed in writing you may operate the Power Equipment and Fuel Tanks for an unlimited number of hours (**Unlimited Generator Hours**) you will 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 Quote or in the Hire Contract, you 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 with our written consent.
4. In the event of cancellation, delay or postponement prior to delivery of any Power Equipment, Fuel Tanks or Fuel supply, you must give not less than 24 hours' notice and we 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.
5. 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 Algeco's usual rates.
6. If you have opted for the Fuel Management Option Algeco will use reasonable endeavours to provide such service in accordance with the levels stated in the Order and the terms of the Contract.
7. All Fuel Equipment is supplied with full fuel tank and fuel used is chargeable unless otherwise agreed. The Algeco'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 Algeco reserves the right to charge transport and fuel rates at its prevailing rates at any time during the Hire Period
8. The fuel to be provided under your Hire Contract is Class A2 Gasoil.
9. 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 Quote may be chargeable by Algeco to you 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
10. If you do not want Algeco to automatically top up Fuel Tanks with fuel, you must notify you of this in writing at least 24 hours in advance.
11. You agree that you 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 Algeco.
12. The parties agree that Algeco will have no liability for the quality of fuel stored in the Fuel Tanks where liquids or materials other than fuel supplied by Algeco has been deposited into the Fuel Tanks.
13. The Algeco will notify you of its proposed delivery of fuel and you will allow Algeco reasonable access to deliver the fuel within 30 minutes of arrival at Site. Deliveries of fuel will normally be made Monday to Friday between 0800 to 1700 on Working Days.
14. Risk of loss of or damage to the fuel will pass to you once the fuel has passed into your storage tanks.
15. You agree that the fuel provided as part of the Fuel Management Option is not permitted to be used in road vehicles and you warrant and undertake that you will not use or permit such fuel to be used for road use.
16. You will only use Fuel Tanks in accordance with Algeco's written instructions.
17. You will indemnify and keep Algeco fully indemnified against any losses, damages, claims, penalties or fines which are suffered or incurred by Algeco arising out of or in connection with your use of misuse of the fuel or any issues, damage to, misuse or failure of the Fuel Tanks or other non-compliance with these Additional Terms.
18. Our Quote for Power Equipment, Fuel Tanks and Fuel Management Option is valid for acceptance for 30 days from the date on the quotation.