

WEIGHBRIDGE TESTING UNIT CONDITIONS OF HIRE

1. The hirer agrees to indemnify Lancashire County Council against any liability arising by reason of the use of the unit by or at the direction of the hirer, unless caused by the negligence of Lancashire County Council.
2. Lancashire County Council shall not be liable for any damage arising to the property of the hirer or of any third party arising out of the use of the unit, unless arising through negligence on the part of Lancashire County Council.
3. Charges for the use of the unit including the services of the driver/ operator are as specified by the Service for the current financial year. Any toll charges incurred will be recharged at cost. The duties of the driver / operator include the operation of the forklift truck for the purposes of unloading and loading the vehicle and the positioning of the block weights. It shall be the sole responsibility of the driver / operator for the loading, unloading, repositioning or removal of the block weights. The operator is not responsible for damage caused in following instructions issued by the hirer.
4. The hirer shall be responsible for meeting all health and safety requirements and shall, where necessary, carry out a risk assessment for the proposed use. In meeting these requirements the hirer shall use the safe system of work provided by Lancashire County Council in addition to any other precautions deemed necessary.
5. The full daily charge will be made for each day that the unit is hired except where the weighing instrument is also submitted for verification by the County Council on the same day. In this case half the daily hire fee will be charged in addition to the appropriate verification fee.
6. The driver operator must be given sufficient rest periods so that he can comply with his responsibilities under the relevant Transport Act and Lancashire County Council's Conditions of Service for employees.
7. No person other than the driver operator shall drive the vehicle or operate the forklift truck.
8. The period of hire for which the charge is made shall be as agreed at the time of booking.
9. Every booking must be confirmed prior to the hire by either email or written order. Where no order is received the hire will not be fulfilled. Invoices will not be issued to third parties, only the person making the booking.
10. If a hirer cancels a booking within 2 days of the date the hiring was due to take place Lancashire County Council may in its discretion charge the total fees that would have been due had the hire taken place.
11. Lancashire County Council will not be liable to the hirer for any losses, either direct or indirect including loss of profit or failure to make anticipated savings, arising by reason of the mechanical failure of the unit or because the unit is, for whatever reason, not available to the hirer on a day when the hirer had booked it. Lancashire County Council will endeavour to fulfil the hire at the earliest opportunity.
12. No booking will be accepted unless the persons wishing to hire have notified us of acceptance of these conditions of hire.

Conditions of hire accepted by (Name of Company):

Signature:

Printed Name:

Position:

Date:

**EMAIL BACK THE SIGNED CONDITIONS OF HIRE TO: calibration@lancashire.gov.uk
OR RETURN TO:**

**Commerce Support,
Trading Standards Service,
County Hall,
Pitt Street
Preston PR1 0LD**