

Title:	OFF-HIRE BEST PRACTICE GUIDE
Priority	Green – Opportunity to Improve
Legislation:	The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (2013 No. 3134)
Brief Description:	Guidance on procedures at the end of the hire period.
Equipment Affected:	Any machine, article, tool, and/or device together with any accessories which are hired to a customer.

NOTE: This guidance in no way replaces the contractual hire terms and conditions used.

Having a clear, well thought out end of hire procedure can make a big difference in not only reducing costs for your hire business; but also keeping a good working relationship with your customers. This guidance is for HAE hirer members and assumes that the following basic hire requirements have been met:

1. The customer has **SIGNED/ACCEPTED THE HIRE TERMS AND CONDITIONS**
2. The supplier (hire company) has **PROOF THAT THE EQUIPMENT STARTED THE HIRE PERIOD IN SATISFACTORY CONDITION**
3. The customer has insurance in place to cover the hired goods for such reasonable risks (HAE RECOMMEND: Hire-Guard - see www.hae.org.uk/insurance/)

NOTIFICATION OF THE END OF HIRE

At the end of the hire period you are likely to have:

- the physical return of the hire goods by the customer into the your possession; or
- the physical collection/repossession of hire goods;

Where a collection is required, be clear with the customer about accepted notification methods (i.e. email, writing) Where a customer uses an unacceptable method; notify them that you must respond insisting upon an accepted method otherwise you may unintentionally be providing de facto acceptance of this notification method.

END OF HIRE - COLLECTION

It is also important to be clear with the customer about the end of hire - 'reasonable notice period', (e.g. 3 days warning - see HAE Terms & Conditions) where a collection time and date has not been arranged and confirmed. This enables the collection to be scheduled/arranged.

Are there any access or time restrictions that the will affect the collection at the end of the hire?

REMEMBER: Where the supplier fails to collect the Hire Goods within a specified period (e.g. 5 working days - see HAE Terms & Conditions) of the customer notifying the supplier that the hire goods are ready for collection; the supplier shall be liable for any loss, damage or theft thereafter.

HIRE GOODS - CONDITION

The hire goods must be returned by the customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods. Avoidance of argument over what is deemed to be "fair wear and tear" can be achieved by comparing the proof of condition prior to the hire and at the end of the hire period. Examples of PROOF - PRIOR TO HIRE AND POST HIRE

- Time & dated video (use a location reference where possible e.g. a building (NOT A PERSON - there are General Data Protection Regulation (GDPR) implications))
- Time & dated photographs (use a location reference where possible e.g. a building (NOT A PERSON - there are General Data Protection Regulation (GDPR) implications))
- Dated inspection reports
- Signed & dated hire documentation (listing the condition at the start of the hire)

REMEMBER: Whilst the customer may be liable for any and all damages etc. nobody wants to pay for damages and this can lead to customers trying to avoid having to pay. Avoidance of any argument is preferable as an argument can damage the relationship with the customer. This can often be achieved with clear indisputable proof of condition before and after the hire supplied to the customer in a timely fashion as soon as the hire finishes.

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Authors:	RD-J	Reviewed by:		Revision:	V1 08/08/18

SIGNS OF: DAMAGE, MISSING PARTS / PAPERWORK OR TAMPERING

Upon being notified or finding signs of damage, missing parts / paperwork or tampering:

1. Record you findings
2. Ensure that appropriate supervisor or manager with responsibilities for such is notified
3. Compare any damage to the pre-hire proof of condition to verify that the damage has occurred during the hire in question
4. Notify the customer of the damage, missing parts / paperwork or tampering with proof (pre-hire and post-hire) where applicable.
5. Establish as quickly as possible if the customer wishes to inspect the damage and the cost implications of any delay in returning the hire goods to a state where they are ready for hire.
6. Ensure that any paperwork, including invoices are unambiguous.

REMEMBER: If the Hire Goods are returned in damaged, unclean and/or defective state, the customer is liable to pay the supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, until such repairs and/or cleaning have been completed.

References:

The Data Protection (Charges and Information) Regulations 2018

HAE Hire Terms and Conditions

EHA Hire Terms and Conditions

www.legislation.gov.uk/uksi/2018/480/pdfs/uksi_20180480_en.pdf

www.hae.org.uk/secure/eLogin.cfm?loc=/members/hae-members/index.cfm&

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Recommended Actions:

Review current off-hire procedures to ensure they meet the requirements of your hire terms and conditions.

Circulation:

Sales / site representatives, delivery drivers, service personnel and management team.

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