



## Claim Checker

Hiring Limited v Robert Jones T/A Jones Installations

**SCS Law**

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## INFORMATION PROVIDED

To allow us to consider your dispute, you provided our Small Claims Advisor with a summary of events pertaining to your situation.

In addition, you have provided the following documents –

- Hire form Mr Jones T/A Jones Installations dated 1 July 2015.
- Delivery Receipt signed by Mr Jones.
- Invoices sent by you to Mr Jones T/A Installations in the sum of £2,500.00.

### 1 CASE SUMMARY

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- 1.1 Your company is in the business of hiring machinery to the construction industry. You have traded with Mr Jones for several years, whose company installs piping in domestic and commercial premises. Mr Jones has a successful but small business and regularly hires machinery from you.
- 1.2 On 1<sup>st</sup> July 2015, Mr Jones placed an order for a generator for a period of two weeks and completed a signed the hire form. The cost of the hire was £2,500.00 which was agreed with Mr Jones by your salesman. The generator was delivered to Mr Jones' business premises on 5<sup>th</sup> July 2015 and collected on the 19<sup>th</sup> July 2015 at which point he was issued with an invoice in the sum of £2,500.00 payable within twenty-eight days.
- 1.3 By 16<sup>th</sup> August 2015, Mr Jones has not settled his invoice. Your collections officer called him a number of times but he did not return your calls. On the 25<sup>th</sup> August 2015, Mr Jones called your office and spoke to your collections officer. He informed her that he had not been paid from the job for which he had required the generator and explained that Hiring Limited would only be paid when he was paid by his customer. He explained that Hiring Limited would simply have to wait until then. Your collections officer explained that Mr Jones was required to pay the money and later sent a letter to Mr Jones explaining this. Despite several further letters and telephone calls, Mr Jones has not responded.

## 2 RELEVANT LAW

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- 2.1 You entered into a contract of hire with Mr Jones on 1<sup>st</sup> July 2015. The machinery that was required, the length of the hire and the cost was agreed and as such became terms of the contract of hire. It was a further term of the contract that Mr Jones would reimburse you the sum of £2,500.00 in return for the hire of the machinery.

## 3 CHANCES OF SUCCESS

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- 3.1 Whilst success can never be guaranteed at trial, you would have a good chance of successfully recovering the monies owed from Mr Jones through the small claims court. You entered into a contract of hire and in accordance with your obligations, delivered the machinery in accordance with the contract and therefore issued your invoice. It is clear that the machinery was delivered as can be seen by the signed delivery receipt and no issue has been taken by Mr Jones as to the quality of the machinery. It is clear also that Mr Jones has received your invoice given the conversation between him and your collections officer on the 25 August 2015. It seems that Mr Jones accepts that he owes you money for the hire but has not paid because he is waiting to be paid by his customer.
- 3.2 In summary, it appears that you entered into a binding contract with Mr Jones, have discharged your contractual obligations, have raised an invoice correctly and that Mr Jones is liable to you for the sum of £2,500.00.

## 4 FURTHER INFORMATION

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- 4.1 Should the matter proceed to trial, your claim would be assisted by the following information –
- Your terms and conditions of hire.
  - Evidence to show that Mr Jones has been provided with your terms and conditions of hire (for example, an agreement signed by Mr Jones which included your terms and conditions).

## 5 RECOMMEND ACTIONS

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- 5.1 Before bringing a claim against an individual or firm, it is appropriate practice to send a 'Letter Before Action (LBA). Whilst you have already sent a number of letters to Mr Jones, it would be appropriate to send a letter which explains that if payment is not made within fourteen days, then legal proceedings will be issued. This will show that you have tried to resolve the matter without the need to bring court proceedings. **SCS** can send an LBA on your behalf.
- 5.2 If you send an LBA and no response is received, you can issue a claim against Mr Jones in your local court. Mr Jones would then have a period of time to respond to your claim by way of defence. **SCS** can prepare and issue a claim on your behalf.
- 5.3 After issue, you may wish to enter into mediation with Mr Jones to avoid going to a final trial. **SCS** can attend a mediation hearing on your behalf.
- 5.4 After a defence is filed, the claim will be listed for a trial. You will need to prepare a witness statement setting out your claim in more detail and attaching any evidence you would like the court to have sight of. **SCS** can prepare this evidence on your behalf.
- 5.5 At the trial, you will explain your claim to the judge and ask the he enter judgement against Mr Jones stating that it owes you a sum of money. **SCS** can attend this hearing on your behalf.

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