

GENERAL CONDITIONS FOR THE HIRING OF PLANT

1. DEFINITIONS

- (a) The "Owner" is the Company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives.
- (b) The "Hirer" is the Company, firm or person, Corporation or public authority taking the Owner's plant on hire and includes their successors or personal representatives.
- (c) "Plant" covers all classes of plant, machinery, equipment and accessories therefore which the Owner agrees to the Hirer.
- (d) A "week" hire shall be 7 consecutive days unless otherwise specified.

2. EXTENT OF CONTRACT

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the contract.

3. AVAILABILITY OF PLANT

The plant is offered subject to being available to the Owner at the time required by the Hirer.

4. LOADING AND UNLOADING

- (a) The Hirer shall be responsible for unloading and reloading the plant at site and any driver, operator or flagman supplied by the Owner shall be deemed to be under the Hirer's control.
- (b) When a driver or operator is supplied by the Owner to work the plant, he shall be under the direction and control of the Hirer. Such drivers and operators shall for all purposes in connection with their employment in the working of the plant be regarded as the servants or agents of the Hirer who alone shall be responsible for all claims arising in connection with the operation of the plant by the said drivers or operators. The Hirer shall not allow any other person to operate such plant without the owner's previous consent to be confirmed in writing.

5. DELIVERY IN GOOD ORDER

The Hirer must satisfy himself that the plant is in good working order and that the plant is not damaged in any way before signing the Hire Contract/Sales Order Note.

6. ELECTRICAL PLANT

Electrical plant must be connected to the correct supply by a qualified electrician. Under no circumstances should electrical plant be used unless it is correctly earthed.

7. MAINTENANCE OF PLANT

- (a) The Hirer shall be responsible for the safe-keeping, use in a workmanlike manner within the manufacturer's rated capacity and return on completion of the hire in equal order (fair wear and tear excepted).
- (b) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the plant. If plant be continued at work or in use in an unsafe and unsatisfactory state the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- (c) The Hirer shall regularly clean the plant and return it in a perfectly clean condition. The Hirer shall be responsible for any expense involved in cleaning plant incurred by the Owner.

8. BREAKDOWN

- (a) Any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Owner by telephone. Any claim for breakdown time will only be considered from the time of telephone call.
- (b) Full allowance will be made to the Hirer for any stoppage due to breakdown of plant caused by the development of an inherent fault or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract. The Hirer shall be responsible for all expenses involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the plant, whether by the Hirer or his servants and for the payment of the hire charges during the period the plant is necessarily idle due to such breakdown.
- (c) Under no circumstances shall the Hirer repair or attempt to repair the plant unless authorised in writing by the Owner. No allowance for hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been authorised in writing by the Owner.

9. CONSEQUENTIAL LOSSES

The Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the plant through any cause whatsoever, or through non arrival arising from accident or breakdown during loading, unloading or transport of the plant.

10. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

During the continuance of the hire period the Hirer shall make good to the Owner all loss of or damage to the plant from whatever cause may have arisen, fair wear and tear excepted and except as provided in Clause 8 herein and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the plant and in any respect of all costs and charges in connection therewith whether arising under statute or common law.

11. BASIS OF CHARGING AND EXTENSION OF HIRE

- (a) Plant shall be hired out for a minimum period of one week (unless otherwise stated) and part weeks will be charged for in full, ie 10 days will be subject to 2 weeks hire charge.
- (b) Termination of hire by telephone is acceptable and hire charges will cease from that date. Charges will be made up to a full week. If Hirer returning plant themselves then this must be carried out within 3 working days of telephone call unless otherwise agreed with the Owner.
- (c) Long term hire will be invoiced on a monthly basis.

12. CARRIAGE

Hire rates do not include carriage and any expenses incurred by the Owner in delivering or recovering plant will be charged to the Hirer.

13. CHARGES FOR DAMAGED OR LOST PLANT

Plant not returned or damaged will be charged for at the manufacturer's current price list. Hire fees will continue up to the time the hire is officially terminated.

14. TERMINATION OF HIRE FEES

Hire fees continue until plant is returned to our depot or we collect from you (Sundays and all holidays included). Telephone termination is acceptable but plant to be returned within 3 working days unless otherwise agreed with Owner. **PROMPT RETURN SAVES YOU MONEY.**

15. DELIVERIES

We regret we are unable to state a time of delivery and only undertake to deliver a.m. to p.m. Please ensure attendance on dates shown as wasted journeys are chargeable.

16. COLLECTION CHARGE

When a collection charge is shown the plant will be collected by us on the return date agreed or a date agreed with Owner unless you request an extension of hire. When no return date is agreed the plant remains on hire until returned to our depot or you request us to collect. Please confirm your collection order in writing.

17. LOSS OF USE OF OTHER PLANT DUE TO BREAKDOWN

Each item of plant specified in the contract is hired as a separate unit and the breakdown or stoppage of one or more units (whether the property of the owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of plant working in conjunction therewith, provided that where 2 or more items of plant are hired together as a unit and shall be deemed as a unit for the purpose of breakdown.

18. SUB-LETTING

The Hirer shall not sub-let or lend the plant or any part thereof to any third party without first receiving the written permission of the owner.

19. NOTICE OF ACCIDENTS

If the plant is involved in any accident resulting in injury to persons or damage to property immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office and in respect of any claim not within the Hirer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

20. GENERAL CONDITIONS OF BUSINESS

- (a) Our terms of payment are net 30 days from the end of the month in which the invoice is dated to approved accounts.
- (b) All prices quoted are subject to VAT at the appropriate rate.