

General Conditions of Hire

1. Definitions

- a. The 'Owner' is the company, firm or person letting the plant on hire and includes their successors, assignees or personal representatives.
- b. The 'Hirer' is the company, firm, person, corporation or public authority taking the owner's plant on hire and includes their successors and personal representatives and employees.
- c. 'Plant' covers all classes of plant, machinery, equipment and accessories therefore which the owner agrees to hire to the hirer

2. The hirer:

- a. undertakes to accept full responsibility for loss or damage to the equipment on hire from whatever cause this may arise, fair wear and tear excepted, 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 respect of all costs and charges in connection therewith, whether arising under statute or common law.
- b. The hirer will be responsible to the owner for the full replacement cost at the current manufacturer's published list price of items lost or stolen and for full repair costs, including parts, labour and overhead element on items damaged.
- c. This condition must be met by the hirer notwithstanding any insurance claim which may be pending. Standing time hire charges at full rate will be made at the discretion of the owner's in any instances where, in the opinion of the owner an unreasonable amount of time is taken to settle a claim for lost equipment.

3. The hirer:

Should cover by insurance the indemnity given by the owner in clause 2.

4. Delivery in good order

- a. The hirer will be responsible for all carriage costs on both delivery and collection of the yardramp.
- b. 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 delivery/indemnity note.

5. The equipment:

- a. shall be deemed to be 'on hire' from such time as it is delivered to the hirer or until such times as it is collected from the hirer. Should the hirer arrange transit to and from the owner's premises then the equipment shall be deemed to be on hire from the time of leaving the owner's premises to the time of being returned and off-loaded at the owner's premises.
- b. The hirer shall be responsible for loading and/or off-loading the equipment on site for the provision of any lifting facilities required for loading and/or unloading on site.
- c. Telephoned termination of hire must be confirmed in writing.

6. 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 the completion of the hire in equal order (fair wear and tear excepted), of all plant on hire.
- b. The hirer shall be responsible for compliance with all laws and regulations applicable to the plant and to the work being performed by the plant.
- c. The hirer shall take all reasonable steps to keep himself acquainted with the state and conditions of the plant. If the 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.
- d. 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 the plant incurred by the owner.

- e. The hirer shall be responsible for all repair costs including parts, labour and a callout fee where the damage is caused by incorrect use of the ramp.
- f. The hirer shall be responsible for all legal service visit costs including parts, labour and a callout fee.

7. Loss or breakdown

Any loss, breakdown or the unsatisfactory working of any part or whole of the plant must be notified to the owner's immediately. Under no circumstances shall the hirer repair or attempt to repair the plant unless authorised in writing by the owner.

8. Invoices:

Are rendered to cover the initial period of hire and any delivery or collection charges incurred. Further invoices will be issue to cover any additional periods of hire.

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. 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 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.

11. Sub-letting

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

12. Protection of the owner's rights

- a. The hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided under clause 12 and shall protect the same against distress, execution or seizure and shall indemnify the owner against the losses, damage, costs, charges and expenses that may be occasioned by a failure to observe and perform this condition, except in the event of government requisitions.
- b. If the hirer makes default in punctual payment of all sums due to the owner for hire of plant or other charges or shall fail to observe and suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a company, shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing jeopardy, this agreement shall forthwith be terminated (without any notice or other act on the part of the owner and notwithstanding that the owner may have waived some previous default or matter of the same or a like nature), and it shall thereupon be lawful for the owner to retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and termination of the hiring under this condition shall not affect the right of the owner to recover from the hirer any monies due to the owner under the contract or damages for breach thereof.

13. General conditions of business

- a. All business is conducted on a net monthly basis, or as detailed on our quotation/invoice.
- b. In the event of an account not being paid within two calendar months of the last day of the month shown as the date on our invoices, a surcharge of 2½% per month compound, may at the discretion of the owner's, be applied to that account in the form of a separate invoice.
- c. All prices quoted are subject to VAT at the appropriate rate.
- d. Four weeks notice is required to terminate the rental on equipment hired.