

GENERAL CONDITIONS FOR HIRING PLANT

1 DEFINITIONS

- (a) The Owner is the company, firm or persons letting the plant on hire and includes their successors, assigns 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 or personal representatives.
- (c) "Plant" covers all classes of plant, machinery, equipment & accessories therefore which the Owner agrees to hire the Hirer.
- (d) A "4 hour" hire shall be 4 consecutive hours during the normal business hours of the Owner
- (e) A "Day" hire shall be 24 consecutive hours.
- (f) A "week" hire shall be 7 consecutive days.

2 EXTENT OF CONTRACT

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

More particularly but without prejudice to the generosity of the foregoing. The Owner does not warrant that the plant is fit for any particular purpose whatsoever and the Hire so relies solely upon his skill and judgement. The conditions appearing hereafter represent the full sole agreement between the Hirer and the Owner and it is agreed that no verbal statement or representative made shall have any force or effect. Any addition to or variation of amendment of the General Condition herein set out shall not be valid unless confirmed in writing under the hand of the Owner.

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

The Hirer shall be responsible for unloading and reloading the Plant at the site and any Driver. Operator or Flagman supplied by the Owner shall be deemed to be under the Hirer control.

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.

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.

MAINTENANCE OF PLANT

- 7 (a) The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the Manufacturers rated capacity and return on the completion of the Hire in equal order (fair wear and tear expected).
- (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 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 expenses involved in cleaning Plant incurred by the Owner.

BREAKDOWN

- 8 (a) Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately, to the Owner. Any claim for breakdown time will only be considered from the time notified.
- (b) An allowance will be made to the Hirer for any stoppages due to breakdown of Plant caused by the development of an adhered fault or wear and tear for the period in which the Plant is out of working order.
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 payment 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 OTHER STOPPAGES

No claims will be admitted, other than those allowed for under breakdown, as herein provided, for stoppages through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any machine from soft ground.

10 CONSEQUENTIAL LOSSES

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

11 HIRER'S RESPONSIBILITY FOR LOSS & DAMAGE

During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Plant from whatever cause the same may arise, fair wear and tear can be expected 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's 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.

12 BASIS OF CHARGING & EXTENSION OF HIRE

- (a) when a return date is shown in the Contract, 12 Hours notice of extension of hire must be given to the Owner. If the Owner accepts an offer by the Hirer upon an extension of hire, such extension should be on the same terms as herein provided. Any extension shall not have any effect without the agreement of the Owner.
- (b) In case of the Plant hired for minimum period of under one week or more extra odd days shall be charged prorata.
- (c) In case of the Plant hired for a minimum period of under one week each extra day shall be charged at the day rate and each extra week at the weekly rate.
- (d) Plant must be returned within one hour of the return time shown on the Contract or an extra day's hire shall be charged. Thereafter the Hirer shall be liable to pay a full days hire charge for each successive period of 24 hours or part thereof failing the returning time during which the Plant is not returned.
- (e) No Plant may be hired for longer than a period of 3 months.

13 RETENTION OF DEPOSIT

The Owner reserves the right to retain the Hirer's deposit if Plant is not returned or is returned damaged or dirty.

14 CARRIAGE

Hire rates do not include carriage and any expense incurred by the Owner in delivering or recovering Plant will be charged to the Hirer. Not less than 12 notice must be given to the Owner if the Hirer wishes Plant to be collected.

15 CHARGES FOR LOST PLANT

Plant not returned will be charged for at the manufacturer's current published list price. Hire fees will continue up to the time the Owner is able to replace lost Plant.

16 TERMINATION OF HIRE FEES

Hire fees continue until Plant is returned to our depot or we collect from you (Sundays and all holidays included)
PROMPT RETURN SAVES YOU MONEY