

## General Conditions for the hiring of plant

### 1. DEFINITE CONDITIONS

- (a) The Owner is the company, Firm or person hiring the plant and includes their successor's 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. Plant covers all classes of Plant, Machinery, Equipment, and Accessories which the owner agrees to hire to the hirer.

### 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. ACCEPTANCE OF PLANT

Acceptance of plant implies acceptance of all terms and conditions.

### 4. LOADING AND UNLOADING

The hirer shall be responsible for loading and unloading the plant on site and any person supplied by the owner shall be deemed to be under the hirer's control.

### 5. DELIVERY IN GOOD ORDER

Before signing for receipt of plant the hirer must satisfy himself that the plant is in good working order and not damaged in anyway.

### 6. MAINTENANCE OF PLANT

- a) The hirer shall be responsible for its safekeeping, use in 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 control 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 plant shall be handled in a proper manner and the hirer shall be responsible for its greasing, oiling etc, and the use of the correct fuel and lubricants.

### 7. PROTECTION OF OWNERS RIGHTS

- a) The hirer shall not require, sell, mortgage, charge, pledge, lend, part with possession of or otherwise deal with the plant or any parts thereof and shall protect the same against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition, except in the event of government requisition.
- b) If the hirer shall make default in punctual payment of all sums due to the owner for hire of the plant or other charges or shall fail to observe and perform the terms and conditions of this contract, or if the hirer shall suffer any distress of 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 whereby the owners rights in the plant may be prejudiced or put into jeopardy, this agreement 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 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 to enter into or upon any premises where the same may be and the determination 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.

- c) The hirer shall permit the owner, their agents or their insurers at all reasonable times to have access to the said plant for purposes of inspection or repairs.

#### 8. CHANGES IN SITE

The hirer shall not move the plant from the site to which it was first delivered or consigned without first obtaining the owner's consent in writing.

#### 9. BREAKDOWN, REPAIRS AND ADJUSTMENT

- 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 and date of the notification.
- b) Full allowance will be made to the hirer for any stoppage due to breakdown of the 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 a breakdown.
- c) The hirer shall not, except for punctures, repair the plant without any written authority of the owner. Punctures are however the responsibility of the hirer. Allowance for hire charges and for the reasonable cost of repairs will be made by the owner to the hirer where repairs have been authorised.
- d) Where more than one machine is on hire on the same site each machine must be treated as a separate entity and breakdown time can only be allowed on the machine actually broken down and providing is advised immediately by the hirer and confirmed in writing within three days.

#### 10. OTHER STOPPAGES

No claims will be admitted, other than those allowed for under breakdown as herein provided, for stoppages through causes outside the owners control, including bad weather or ground conditions.

#### 11. CONSEQUENTIAL LOSSES

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

#### 12. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

During the continuance of the hire period the hirer shall make good to the owner all loss or damage to the plant including loss of hire charges from whatever cause the same may arise, fair wear and tear excepted and shall also fully and completely

indemnify the owner in respect of all claims by any 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.

**13. NOTICE OF ACCIDENTS**

If the plant is involved in any accident resulting in injury to persons or loss of or damage to property immediate notice must be given to the owner and confirmed in writing, and in respect of any claim not within the hirers agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the hirer without the owners consent in writing.

**14. NOTICE OF TERMINATION OF CONTRACT**

Where the period of hire is indeterminate or having been defined becomes indeterminate the contract can be terminated by giving seven days notice in writing given by either party to the other (except in cases where the plant has been lost or damaged).

**15. CHARGES FOR LOST PLANT**

Plant lost or not returned will be charged for at the manufacturers current published list price.

**16. OFFSET HIRE CHARGES**

Hire charges cannot be offset against the cost of purchasing the plant on hire, nor the cost of a new piece of equipment, unless by prior arrangement and only then for the period of time laid down in the hire agreement.