



General conditions for the hiring of Plant

1. DEFINITION

- (a) The owner is a Company, Firm or person letting the Plant on hire and includes their successors, assignee 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.

2. EXTENT OF CONTRACT

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated or 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

The Hirer shall be responsible for unloading or reloading the Plant at site and any driver, operator or flagman supplied by the Owner shall be deemed to be under the Hirer's contract.

5. DELIVERY IN GOOD ORDER

The Hirer shall 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 Note.

6. ELECTRICAL PLANT

Electrical Plant must be connected to the correct supply by a qualified operative. 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 safekeeping, use in a workman-like manner within the manufacturer's rated capacity and return on the completion of the Hire in equal order (fair wear and tear accepted)
- (b) 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 the 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 and confirmed in writing. Any claim for breakdown will be considered from time and date of notification.
- (b) Full allowance will be made to the Hirer for any stoppages due to breakdown of the Plant caused by the development of any inherent fault or fail, wear and tear and for any stoppage for normal running repairs in accordance with the Contract. The Hirer shall be responsible for all expenses involved arising from 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 unauthorised in writing by the Owner. No allowances for Hire charges or the cost of repair 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 works.

10. CONSEQUENTIAL LOSSES

The Owner accepts no liability or responsibility for any consequential loss or damage due to or arising from the breakdown from or stoppage of Plant through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading or transport of the Plant.

11. HIRERS RESPONSIBILITY FOR LOSSES AND DAMAGE

During the continuance of the Hirer 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 expected and accepted as provided in clause 8 herein and shall also fully completely indemnify the Owner in respect of all claim by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of Plant and in respect of all costs and charges in connection therewith arising under statute or common law.

12. BASIS OF CHARGING

Plant will be charged at the current published hire rates.

13. RETENTION OF DEPOSIT

The Owner reserves the right to charge if Plant is not returned or is returned damaged or dirty.

14. CARRIAGE

Hire Charges do not include carriage and any expenses incurred by the Owner on delivering or recovering Plant will be charged to the Hirer. Not less than 24 hours notice must be given to the Owner if the Hirer wished the Plant to be collected.

15. TERMINATION OF HIRE FEE

Hire fee continue until the Plant is returned to the Owner's depot or is collected by the Owner or the Hirer given notice that the Plant is lost or will not be returned (see Para 16)

16. CHARGES FOR LOST PLANT

Plant lost or not returned will be charged for at the manufacturer's current published price.

17. PROTECTION OF OWNER'S RIGHTS

- (a) The Hirer shall not re-hire, sell, mortgage, pledge, part with possession of or otherwise deal with the Plant and shall protect the same against distress, executions or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expense that may be occasioned by the 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 sum due to the Owner for the hire of Plant or other charges or shall fail to observe and perform the terms and conditions of the Contract or if the Hirer shall suffer any distress or execution to be served against him or make or propose to make any arrangements with his creditors or being a company, shall go into liquidation (other than a member's voluntary liquidation) or shall be prejudiced or put into jeopardy, this agreement shall forthwith be terminated (without any notice or other act on 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 to enter into or upon any premises where the same may be and the determination of the hiring under this condition shall not effect the right of Owner to recover from the Hirer any monies due to the Owner under the Contract or damage for breach thereof.

18. Where a period of Hire is indeterminate or having been defined because indeterminate, termination of Hire can be given by either by seven days notice in writing.