

GENERAL CONDITIONS FOR THE HIRING OF PLANT**1. DEFINITIONS**

- a) The "Owner" is the company, firm or person letting the plant on hire.
- b) The "Hirer" is the company, firm, person, Corporation or public authority taking the Owners plant on hire and includes their successors or personal representatives.
- c) The "Plant" Covers all classes of plant, machinery, equipments and accessories there of which the Owner agrees to hire to the Hirer.

2. EXTENT OF WARRANTY AND LIABILITY UNDER THIS CONTRACT

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

3. AVAILABILITY OF PLANT

The plant is offered subject to being available from the Owner when the Hirers acceptance of the contract is received by the Owner.

4. LOADING AND UNLOADING

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 Hirers control.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE (INSPECTION REPORTS)

- a) Unless notification in writing to the contrary is received by the Owner from the Hirer within one working day of the Plant being delivered to the site, the Plant shall be deemed in good order in accordance with the terms of the contract and to the user's satisfaction. The Hirer shall be responsible for the Plant's safekeeping, use in a workman like manner within the manufacturers rated capacity and return on completion of the hire in equally good order.(fair wear and tear accept).
- b) The Hirer shall take all reasonable steps to keep himself acquainted with the state of condition of the Plant. If the Plant continues to work or be used in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether arising directly or indirectly there from.
- c) The Hirer is to inform the Owner every 200-250 hours of use in order that appropriate routine maintenance (service) may be carried out.

6. BREAKDOWN

- a) When the Plant is hired, any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to the Owner by telephone
- b) Full allowance will be made to the Hirer for any stoppage due to the 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, loss or damage incurred due to the Hirers negligence, misdirection or misuse of the Plant, whether by the Hirer or his servants, and charge for the payment of hire during the period the Plant is necessarily idle due to such breakdown. The Owner will be responsible for all the repair work involved on the Plant in breakdown from negligence, misdirection or misuse and in return charged to Hirer. Breakdown arising of normal wear and tear will be Owner's responsibility.

7. OTHER STOPPAGES

No claims will be admitted for stoppages through causes outside the Owners control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense or recovering any machine from soft ground.

8. 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 not-arrival arising from accident or breakdown during loading, unloading or transport of the Plant.

9. 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 the same may arise, fair wear and tear accepted and except as provided in clause 7 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 cause by or in connection with or arising out of the use of the Plant and in respect all costs and charges in connection there with whether arising under statute or common law.

10. NOTICE OF ACCIDENTS

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

11. 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.

12. CHANGE OF SITE

The Hirer shall not move the Plant from the site to which it was delivered or consigned unless prior consent be obtained from the Owner and such consent is confirmed in writing.

13. SERVICING AND INSPECTION

The Hirer's shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the Plant to inspect, test adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer. Consumable stores will be charged as used.

14. REPAIRS AND ADJUSTMENTS

Except to the case of repairs undertaken by the Owners service staff the Hirer shall not repair or attempt to repair the Plant unless specifically authorized 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 sanctioned by the Owners in writing. The cost of labor on repairs performed by the Owners Operations in excess of normal greasing time shall be borne by the Owner except where such repairs are necessitated by the Hirer's negligence, misdirection or misuse of the Plant.

15. NOTICE OF TERMINATION OF CONTRACT

Where the period of hire is in determinate or having been defined becomes indeterminate the contract shall be determinable by seven days notice in writing given by either party to the other in the event of the Hirer desiring to terminate the contract and failing to live such notice, hire for the period of the seven days notice shall be chargeable, Notice given by the Hirer to the owners Driver or Operator/Technician shall not be deemed to constitute compliance with the provision of this clause.

16. TRANSPORT

The Hirer shall pay the cost of and if required, the Owner arranges transport of the Plant from the Owners premises to the site and return on completion of the hire period.

17. OBSERVATION.

- a) It is a condition of generator hire that machines will be running at not less than 40% or more than 90% of rated output. Any damage arising from non observance of this condition will be on the account of the Hirer.
- b) It is a condition of this Plant Hire Contract that Plant's will operate 10 hours a day. More than 10 hours per day hire rates will be 1.5 times the rate indicated in this agreement or take prior approval in writing by Owner to operate Plant more than 10 hours per day.