

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

- 'Owner' is the company, firm or person letting the equipment on hire and includes their successor's, assignees or personal representatives.
- 'Hirer' is the company, firm, person, corporation, or public authority taking the Owner's equipment on hire and includes their successors or personal representatives.
- 'Equipment' means plant, machinery, equipment and accessories thereto which the Owner agrees to hire to the Hirer under this contract.
- 'Site' means the address of the Hirer or such other place specified by the Hirer at the time of the hire.
- A 'day' shall be 24 consecutive hours.
- A 'week' shall be seven consecutive days.
- A 'working week' shall be the period from 8 a.m. on Monday to 3.30 p.m. on Friday, or such other starting time on Monday and finishing time on Friday as the Hirer may adopt for the ordinary course of his business.
- A 'weekend' shall be the period from 3.30 p.m. on Friday to 8.30 p.m. on Monday.
- A 'month' shall be one calendar month.
- The 'hire period' means the period from when the equipment leaves the Owner's premises to when the equipment is received back at the Owner's premises.
- Except where otherwise stated and confirmed in writing by the Owners, all equipment is hired on a one week minimum basis. Thereafter a daily charge is made at one fifth of the quoted weekly rate, both the first and last day are inclusive.

2. EXTENT OF CONTRACT

No terms other than those expressly contained herein shall apply to or form part of the contract.

3. MAXIMUM PERIOD OF CONTRACT (HIRES TO UNINCORPORATED BODIES)

If the Hirer is an individual, partnership, or other unincorporated body the contract of hire will terminate not later than three months from the date of its commencement and the Hirer shall restore the equipment to the Owner on or before the last day of the three period.

4. DELIVERY IN GOOD ORDER

- Equipment supplied shall be in good working order and fit for the purpose for which equipment of that kind is normally used.
- The Owner does not warrant that the equipment supplied shall be fit for any special purpose.
- The Hirer shall satisfy himself as to the condition of the equipment supplied at the time of acceptance of the equipment by the Hirer, his agent or employee.
- Unless notice to the contrary is received by the Owner within 24 hours of the supply of equipment, the equipment shall be deemed to be supplied in good working order, except for defects which could not have been discovered by reasonable examination.

5. WARRANTY

No servant or agent of Arbil Limited, Arbil Equipment Limited, The Lifting Gear Centre Limited and their subsidiaries is authorised to make any representations or agreements to give any warranty inconsistent with any set out in these Conditions of Hire, and no such agreement, representation or warranty whether in writing or otherwise shall be binding upon Arbil Limited, Arbil Equipment Limited, The Lifting Gear Centre Limited or its subsidiaries.

6. TRANSPORTATION, LOADING AND UNLOADING

- The Hirer shall be responsible for collecting the equipment from the Owner's premises and for delivering the equipment to the Owner's premises at the end of the hire period.
- When the Hirer requires the Owner to transport the equipment, the transportation shall be at the Hirer's expense. In the event of an abortive visit to site through no fault of the Owner, a reimbursement charge to recover costs will be made.
- The Hirer shall be responsible for loading and unloading at the time of collection from the Owner's premises and at the time of delivery to the Owner's premises on the termination of the hire period.
- Any person supplied by the Owner to assist in the loading and unloading shall be deemed to be under the Hirer's control and shall comply with all the directions of the Hirer who alone shall be responsible for any damage caused to the equipment as a result of such loading and unloading.

7. UNAUTHORISED CHANGE OF SITE

The equipment must not be moved from the site to which it was delivered, or when the equipment is collected by the Hirer, the site specified by the Hirer, without the written authority of the Owner.

8. UNAUTHORISED RE-HIRE OF EQUIPMENT

The equipment or any part thereof shall not be re-hired, sublet, or lent to any third party without the written consent of the Owner.

9. MAINTENANCE, OPERATION AND USE OF EQUIPMENT

- The Hirer shall at all times keep himself acquainted with the state and condition of the equipment and ensure that it remains safe, serviceable and clean.
- The Hirer shall not use nor permit the use of the equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear.
- The Hirer undertakes to use or permit the use of the equipment only in accordance with any relevant operating and safety instructions supplied with the equipment.
- The Hirer shall not make any alterations or modifications to the equipment.
- The Hirer acknowledges that the Hirer, his agent, or employee has been instructed in the safe use and operation of the equipment supplied and undertakes to ensure that any other use of the equipment will also be accordingly instructed.
- HEALTH & SAFETY AT WORK ACT 1974:** The Owner will make available upon request, information on the equipment to ensure that as far as is reasonably practical it is safe and without risk to health when properly used. It is the responsibility of the Hirer to take such steps as necessary to ensure that such information relating to the equipment is appropriate and is made available to its servants, agents or any other person who may come into contact with the equipment and to any other person to whom the Hirer should reasonably consider any such information should be given.

10. FITTING OF ACCESSORIES

- When the equipment requires the fitting or re-fitting of any accessory (which term includes but is not confined to drills, wheels, discs and blades), it shall be the Hirer's responsibility to ensure that any such accessory is correctly fitted or re-fitted in a manner so as not to render the equipment unsafe to the user and that any legislation relating to the fitting or use of such accessory is complied with.
- The Hirer shall be responsible for any injury or damage to persons or property arising from the incorrect or unsafe fitting or use of any accessory.

11. ACCESS BY OWNER FOR SERVICING AND INSPECTION OF EQUIPMENT

The Hirer shall at all reasonable times allow the Owner, his agent, employees and Insurers to have access to the equipment to inspect, test, adjust, repair or replace the equipment.

12. BREAKDOWN OF EQUIPMENT

- Any breakdown or unsatisfactory working of the equipment must be notified to the Owner immediately by the quickest means.
- No hire charge will be made to the Hirer from the time and date when notice is received by the Owner in respect of stoppage due to breakdown of the equipment caused by the development of a fault not discoverable by reasonable examination, subject to compliance of condition 9.
- The Owner accepts no liability or responsibility for any loss or damage arising from any stoppage due to breakdown of the equipment from any cause whatsoever.
- In the case of wheeled equipment, punctures and their repair shall be the responsibility of the Hirer and no refund of hire charge will be made by the Owner in respect of stoppages caused by punctures.
- Except for the repair of punctures, the Hirer shall not repair or attempt to repair the equipment unless authorised to do so by the Owner.
- In the event of a breakdown in the equipment which is not repairable, the Owner shall be entitled to substitute equipment of a similar type. If the Owner is not able to do so the hire shall be terminated as from the date of the notification of breakdown.
- Were breakdown of the equipment arises from a cause other than through the development of a fault not discoverable by reasonable examination, all costs incurred by the Owner in repairing the equipment, including transport costs, shall be chargeable to the Hirer.

13. NOTIFICATION OF ACCIDENTS

If the equipment is involved in any accident resulting in damage to the equipment or to other property or injury to any person, the Owner must be notified immediately.

14. HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

- During the continuance of the hire period, the Hirer shall be liable to the Owner for the cost of all loss of or damage to the equipment from any cause whatsoever except for fair wear and tear.
- In the event of loss or damage to the equipment, hire charges shall continue until such time and date as the Hirer pays for the cost incurred by the Owner in respect of such loss or damage.
- When the equipment (or any part of the equipment) cannot be returned to the Owner on the completion of the hire owing to the loss, destruction, or theft of the equipment (or such part) whether or not due to any fault of the Hirer, his agent, employee, the Hirer shall pay to the Owner the manufacturer's current recommended selling price for that equipment (or that part of the equipment) without discount. Hire charges cannot be offset against the cost of purchasing the equipment nor the new price of the equipment. Refer also to 17(c) and 25(d).

15. HIRER TO INDEMNIFY OWNER AGAINST THIRD PARTY CLAIMS

The Hirer shall at all times 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 equipment, and in respect of all costs and charges in connection therewith.

16. CONSEQUENTIAL LOSS

The Owner accepts no 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 plant.

17. TERMINATION OF HIRE CONTRACT

- OFF HIRE NUMBER.** Telephoned termination of Hire will be confirmed verbally by a "Off Hire" number. This will be followed by a written receipt of the date/time of collection or return to the Owners premises of the equipment. The Owners cannot accept any responsibility nor reduce hire charges because of strikes, bad weather conditions or any other cause outside the direct control of Owner. In the event of an abortive visit to site through no fault of the Owner, and a subsequent failure to collect equipment OFF HIRED, A CHARGE TO REIMBURSE the Owner with full transport costs will be made.
- FIXED PERIOD HIRE:** When the Hire is for a fixed period, it shall terminate on the date that period expires. Should the Hirer not return the equipment at the expiry of the fixed period without any new period being agreed the Owner may terminate the Contract without notice and remove from site.
- OFFSET OF HIRE CHARGES:** Hire charges cannot be offset against the cost of purchasing the equipment on hire nor the new price of equipment. Refer also to 14(c) and 25(d).

18. RESERVATIONS, POSTPONEMENTS AND CANCELLATION

- RESERVATIONS:** Where the Hirer wishes to reserve equipment for future use this may be subject to a reservation charge at the normal rate as otherwise agreed, in particular, systems, large equipment or large quantities as deemed by the Owner. Otherwise all equipment is subject to remaining available.
- POSTPONEMENTS:** Once an order has been placed, a postponement of the delivery may result in full hire charge if not delivered within one week of the original agreed hire commencement date.
- CANCELLATIONS:** Once we have accepted a firm order for equipment for hire and this order has been passed to our works, a subsequent cancellation of the order from the customer will bear an invoice charge. This to be applied whether the equipment leaves our works or not.

19. RETURN OF EQUIPMENT ON COMPLETION OF HIRE

- The Hirer shall be responsible for returning the equipment on completion of the hire in a condition equal to that at the commencement of hire, fair wear and tear accepted.
- When the equipment is returned in an unclear condition, a charge shall be made for the cleaning and restoration of the equipment to its condition as at the commencement of the hire which will include recoiling of wire and fibre rope.

20. CONSUMABLE ITEMS

- Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost, and when supplied by the Hirer, shall be of a grade and type specified by the Owner.
- The cost of re-sharpening drills, cutting edges and other tools, shall be met by the Hirer.
- Consumable items, including ear and eye protectors, supplied by the Owner to the Hirer for use with the hired equipment shall be deemed to have been sold to the Hirer at the time of supply, but the Owner may at his discretion refund to the Hirer the price of any such consumable items which have not been used and which are returned to the Owner in a suitable condition for the taking back into stock.

21. OWNER'S NAMEPLATES

The Hirer shall not remove, deface or cover up any nameplate or identification mark or number on the equipment, nor shall he put any mark on the equipment which might indicate or suggest that the equipment is not the property of the Owner.

22. HIRER NOT TO DISPOSE OF EQUIPMENT

- The Hirer shall not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the equipment except with the written consent of the Owner.
- The Hirer shall protect the equipment against distress, execution or seizure.
- The Hirer shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a result of any failure to observe and perform the terms and conditions of the Clause, except in the event of Government requisition.

23. TERMINATION FOR BREACH OF CONTRACT

- This Contract of Hire shall immediately be terminated without any notice or other act on the part of the Owner if the Hirer -
 - defaults in the payment of any sums due to the Owner for the hire of equipment or other charges, or
 - fails to observe and perform the terms and conditions of this Contract, or
 - suffers any distress or execution to be levied against him or makes or proposes to make, any arrangement with his creditors or, being a Company, goes into liquidation (other than a members' voluntary liquidation), or
 - does or causes to be done or permits or suffers any act or thing whereby the Owner's rights in the equipment may be prejudiced.
- If this Contract is terminated under this Clause, it shall be lawful for the Owner to retake possession of the equipment and, for that purpose, to enter into or upon any premises where the equipment may be.
- The termination of the Contract under this Clause shall not affect the right of the Owner to recover from the Hirer any moneys due under this Contract or damages for breach of this Contract.
- The waiver by the Owner of any breach of any terms or condition of this Contract shall not prevent the subsequent enforcement of that term or condition and shall not be deemed a waiver of any subsequent breach.

24. DEPOSITS

- When a deposit has been paid by the Hirer, the Owner may retain the whole or part of the deposit for the purpose of setting off the same against any liability of the Hirer under this Contract.
- Where a Hirer is unknown to the Owner and has no account, a charge equal to the full cost of the equipment may be levied. Upon return of the equipment, the Hire and other charges will be deducted and the balance of the deposit returned to the Hirer.

25. PAYMENT OF HIRE CHARGES

- Equipment shall be hired by day, by the week, by the working week, by the month or for a weekend.
- All times, including Saturday, Sunday and Public Holidays, falling within the hire period are chargeable.
- All Hire charges are payable on demand.
- Hire charges shall continue until such time as the equipment is returned to the Owner, or until payment has been made by the Hirer. Refer to 14(c) and 17(c).

26. GENERAL CONDITIONS OF BUSINESS

- All business is conducted on NETT monthly account basis.
- 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 invoice, a surcharge of 2½% per month compound, may be at the discretion of the Owners, be applied to that account in the form of a separate debit note.
- All prices quoted are subject to VAT at the appropriate rate.

27. SEPARATE TERM VALIDITY

Should any term in the Contract be held invalid such invalidation shall not affect the validity of the remaining terms. Headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.

YOU, THE HIRER MUST ENSURE THAT YOU ARE PROPERLY COVERED BY INSURANCE IN RESPECT OF ANY LIABILITY FALLING ON YOU UNDER THIS CONTRACT