

GENERAL CONDITIONS OF HIRE

1. DEFINITIONS

- a) Specialist Equipment Solutions (a company having its registered office at 27 Great West Road, Brentford, England, TW8 9BW) is the firm letting the plant and is hereinafter referred to as the 'Owner'.
- b) The Company Corporation Public Authority or person taking the 'Owner's' plant on hire is hereinafter referred to as the 'Hirer'.
- c) All items of machinery, equipment and accessories on hire are hereinafter referred to as 'Plant'.
- d) The places at which the Plant is to be used by the Hirer are hereinafter referred to as the 'Site'.

2. PERIOD OF HIRE

The period of hire shall be deemed to commence at the time the Plant is delivered to the Hirer or uplifted by the Hirer from the Owner and continue until the time it is returned to the Owner or uplifted from the Hirer by the Owner's transport and accepted by the Owner as being in a satisfactory condition.

3. DELIVERY IN GOOD ORDER

Signature of the delivery note by the Hirer or his representative signifies that the Plant is accepted by the Hirer as being in good working order and entirely free from damage at the time of receipt. The Hirer shall be responsible for the unloading and loading of the Plant at the point of delivery or uplifting and/or at the Site and the provision of lifting facilities as may be necessary.

4. RESPONSIBILITY OF HIRER

The Hirer shall be responsible for the Plant during the whole of the period of hire as defined in Clause 2. During this period the Hirer shall accept full responsibility for loss of or damage to the Plant or parts thereof (fair wear and tear excepted) and shall completely indemnify the Owner against all claims by any person whatsoever in respect of injury to persons or damage to property in connection with or arising out of use of the Plant and in respect of all costs and charges in connection therewith, whether arising under statute or under common law and notwithstanding the negligence or breach of duty (statutory or otherwise) of the Owner or any other entity or party. The Hirer shall cover the above indemnity by way of a Public Liability insurance policy with a limit of indemnity of not less than £5,000,000 (Five Million Pounds Sterling) per occurrence, unlimited in the aggregate, which shall be endorsed in order to waive all rights of subrogation against the Owner. The Hirer shall supply evidence of such insurance policy to the Owner within 7 (seven) days of receipt of a written request from the Owner in respect thereof.

5. LOST, DAMAGED OR NON-RETURNED PLANT

When the Plant is not returned owing to reported loss or for other reasons when the Hirer wishes to terminate the hire, the hire will continue until the Hirer pays to the Owner the replacement cost of the Plant as determined by reference to the Manufacturer's current list price for replacement. When Plant is returned damaged the Hirer will indemnify the Owner against all costs and expenses incurred by the Owner in rectifying the damage or, if the rectification of the Plant would, in the opinion of the Owner, be uneconomic against all costs and expenses incurred by the Owner in providing a replacement for the Plant, and hire charges will continue until the Hirer has fully indemnified the Owner in respect of the rectification or replacement costs and expenses as applicable.

6. CONSEQUENTIAL LOSSES

- a) The Owner shall not be liable for any loss of profit, loss of production, loss of product, loss of use, loss of revenue or any indirect or consequential loss or damage whatsoever suffered by the Hirer arising out of or in connection with the Plant, whether caused by late delivery, non-delivery, unsuitability, deficiency or repossession of the Plant or any part thereof or any breakdown or stoppage of same or otherwise. The provisions of this Clause 6(a) shall apply notwithstanding the negligence or breach of duty (statutory or otherwise) of the Owner or any other entity or party.
- b) The Hirer shall indemnify, defend and hold harmless the Owner in respect of any claim made against the Owner by the Hirer's clients for any loss of profit, loss of production, loss of product, loss of use, loss of revenue or any indirect or consequential loss or damage whatsoever arising out of or in connection with the Plant, whether caused by late delivery, non-delivery, unsuitability, deficiency or re-possession of the Plant or any part thereof or any breakdown or stoppage of same or otherwise and in respect of all costs and charges in connection therewith. The provisions of this Clause 6(b) shall apply notwithstanding the negligence or breach of duty (statutory or otherwise) of the Owner or any other entity or party.