

1) The equipment specified overleaf let out on hire always remains the property of HOISTLINE (hereafter referred to as the OWNER).

**DEFINITIONS**

- a) The 'OWNER' is the Company, Firm or Person letting the plant on hire and includes their successors, assigns 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.
  - c) 'PLANT' covers all classes of plant, machinery, equipment and accessories therefore which the OWNER agrees to hire to the HIRER.
  - d) A 'DAY' shall be 8 hours (normally between 08.00hrs and 16.30hrs) unless otherwise specified in the contract.
  - e) A 'WEEK' shall be seven consecutive days.
  - f) A 'WORKING WEEK' covers the period from starting time on Monday until finishing time the following Friday.
  - g) The hire period shall commence from the time when the plant leaves the OWNER'S depot or place where last employed and shall continue until the plant is received back at the OWNER'S named depot or equal.
  - h) A 'WEEK END' shall be Saturday and Sunday.
- 2) The HIRER shall completely indemnify the OWNER in respect of all claims by any person whatsoever for injury to persons and/or damage to 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 common or statute law.
  - 3) Acceptance of the plant on site implies acceptance of all terms and conditions herein unless otherwise agreed.
  - 4) A deposit is required against each item of plant in accordance with the OWNER'S standard hiring deposit list. Provided all charges due have been paid and the plant is returned in a clean and good condition, the deposit is refundable in full.
  - 5) The HIRER 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 both the HIRER and the OWNER.
  - 6) The HIRER shall not misuse the plant. All plant must be returned in the same condition as supplied (except for wear and tear), otherwise a charge for cleaning, reconditioning, renewing, repainting or replacing will be made as considered necessary by the OWNER.
  - 7) Plant not returned will be charged for at the manufacturers current published list prices. Hire charges will continue up to the time the OWNER is able to replace the lost plant.
  - 8) Deposits and hire charges etc., for the full period of expected hire, are payable before or upon delivery. Any additional charges are due on presentation of our invoice and in the event of non-payment the hiring may be terminated forthwith by the OWNER giving to the HIRER notice in writing without prejudice to any amount which may have become due to the OWNER and upon such determination the HIRER shall assist the OWNER to resume possession of the OWNER'S plant immediately.
  - 9) In the event of cancelled forward booking, the full hire charges are still payable if the same plant cannot be hired to another customer for the same period. In any event twenty-five percent of the hire charges will be payable.
  - 10) Not less than twenty-four hours notice must be given to the OWNER if the HIRER wishes the plant to be collected. When the plant is collected by the OWNER, a collection docket will be issued by the OWNER, but this shall be conclusive only as to quantity and not as to condition. When plant out on hire is to be collected from its location by the OWNER, and on the instruction of the HIRER, the HIRER remains responsible for the safekeeping of the plant until collection is effected.
  - 11) Although every effort is made to supply all plant at the time requested, no liability or responsibility can be accepted in respect of late or non-delivery, mechanical breakdown or other circumstances beyond the OWNER'S control.
  - 12) The OWNER retains the right of access to any location where the plant may be for the purpose of repossessing any plant. Charges arising out of repossession will be made as considered necessary by the OWNER.
  - 13) Where an account is not already held with us, payment must be made immediately upon expiration of hire.
  - 14) The HIRER shall be responsible for unloading and reloading plant at site and any driver, operator, banks-man or flag-man supplied by the OWNER shall be deemed to be under the HIRER'S control.
  - 15) The HIRER must 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.
  - 16) Electrical plant must be connected to the correct supply, by a qualified electrician. Under no circumstances is electrical plant to be used unless correctly earthed.
  - 17) If the ground is soft, unsuitable, or unsafe for the plant to work on or travel over without timber or equivalents, the HIRER shall supply and lay suitable timbers or equivalents in a suitable position for the plant to travel over or work on.
  - 18) If the HIRER make default in punctual payment of all sums due to the OWNER for hire of 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 or 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 OWNER'S right in the plant may be prejudiced or put into jeopardy, this Agreement shall 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 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 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.
  - 19) The plant or any part thereof shall not be re-hired, sub-let or lent to any third party without the written permission of the OWNER. The plant shall not be moved from the site to which it was delivered or consigned without the authority of the OWNER, such authority to be confirmed in writing.
  - 20) The HIRER shall, when hiring plant without the OWNER'S operator or driver, take all reasonable steps to keep himself acquainted with the state and condition of the plant. If such plant be continued at work or in use in an unsatisfactory and an unsafe state, the HIRER shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
  - 21) No claims will be admitted for stoppages through causes outside the OWNER'S control, including bad weather or ground conditions, nor shall the OWNER be responsible for the cost or expense of recovering any plant from soft ground.
  - 22) If the plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the OWNER by telephone and confirmed in writing to the OWNER'S office, and in respect of any claim not within the HIRER'S agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the HIRER without the OWNER'S consent in writing.
  - 23) The HIRER shall not remove, deface or cover up the OWNER'S name plate or mark on the plant indicating that it is his property.
  - 24) Fuel, oil and grease shall, when supplied by the OWNER, be charged at net cost or an agreed estimate of net cost, and, when supplied by the HIRER, shall be of a grade or type specified by the OWNER.
  - 25) The OWNER complies with and is governed by the laws of the Isle of Man.