

## **CONDITIONS OF HIRE**

- 1. All equipment is hired under the terms of the Fork Truck Association Agreement. The acceptance of plant on site is deemed to be acceptance of hire conditions. A copy of this agreement is available on request.
- 2. The hirer is responsible for insuring all equipment against Loss or Damage during the period of hire and shall also fully and completely 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 plant and in respect of all costs and charges in connection therewith whether arising under stature or common law.
- 3. If the hirer is an individual, partnership or other unincorporated body, the Contract of Hire will terminate not later than three (3) months from the date of its commencement.
- 4. Except where stated otherwise, hire rates are for one week (five days). Weekends worked are an additional charge.
- 5. Delivery and collection charges are not included in hire rates but charged separately.
- 6. V.A.T. must be added to all hire rates and transport costs.
- 7. It is the responsibility of the hirer to ensure that the equipment/machinery on hire is operated/driven by suitably competent operator/driver.
- 8. The hirer is responsible for notifying the Company in order to terminate the hire. Equipment remains the responsibility of the hirer until received at Company premises or collected by a Bona-Fide representative of the Company.
- 9. It is the responsibility of the hirer to check all equipment when received and notify the Company or its representative immediately of any damage, breakages or items missing. The Company will charge for any missing items, breakages, or damage incurred during the period of hire. Fork wear, punctures and tyre wear/damage are the responsibility of the hirer.
- 10. The hirer is responsible for daily maintenance including the supply of fuels, oils and greases. Should this not be done, damage caused will be charged in full to the hirer.
- 11. It is the hirer's responsibility to make sure the driver checks the oil & water level and condition of the truck daily, as per the instructions on the truck. (See stickers on FLT)
- 12. Machines fouled by concrete must be washed daily. Hirers should return plant in clean condition. The Company reserves the right to charge for cleaning plant returned in dirty condition.
- 13. Machines will be delivered with a full tank of fuel which will be charged for.
- 14. This is a Contract of Hire and nothing herein conveys to the Hirer any right, title or interest in or to any of the equipment, except as a Hirer.