

TERMS & CONDITIONS

Important Information on Hire

If you choose to undertake a lifting operation on an ICPA Crane Hire only basis, under I.S. 360:2004 Code of Practice for the Safe Use of Cranes in the Construction Industry” and “BS7121 - Safe use of Cranes’, it is the Hirer's responsibility to fully plan, control and supervise the crane operation and personnel. Centre of gravity to be determined for each lift. Centre of gravity is to be determined by the Hirer.

Lifting points to be determined by the Hirer. Method of slinging to be determined in advance of lifting operation. Rigging to be carried out by qualified slinger/signaller on site.

All permits to carry out works are to be obtained by the Hirer. The area determined as the standing area for the mobile cranes for the lifting operations as specified on the drawings as safe grounds bearing capacity well in excess of that specified for the outriggers position. This must be checked and confirmed by a suitably trained, experienced and competent person employed by the Hirer.

It must be stressed that the Hirer is responsible for ensuring suitable ground conditions for access and set up area.

1. 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 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 to finishing time on 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.

2. Extent of Contract

No conditions other than those specifically set forth in the Offer and acceptance and herein shall be deemed to be incorporated in or to form part of the Contract.

3. Acceptance of Plant

Acceptance of the plant on site implies acceptance of all terms and conditions herein unless otherwise agreed.

4. Unloading and Loading

The hirer shall be responsible for unloading and loading the plant at site, and any personnel supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

5. Delivery in Good Order and Maintenance:

Inspection Reports

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(a) Unless notification in writing to the contrary is received by the Owner from the Hirer in the case of plant supplied with an operator within one hour of the plant being delivered to the site, the plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirers satisfaction, provided that where plant requires to be erected on site, the periods above stated shall be calculated from date of completed erection of plant. The Hirer shall be responsible for its safe keeping, use in a workmanlike manner within the Manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear expected).

(a) The current Inspection & test Report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner if requested by the Hirer and returned on completion of hire.

6. Servicing and Inspection

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 the Hirer.

7. Timber Mats or Equivalent

If the ground is soft or unsuitable for the plant to work on or travel over without timbers 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.

8. Liability for Loss and Damage

(a) When a driver or operator is supplied by the Owner with the plant such driver or operator shall be competent in operating the plant and the Hirer shall not allow any other person to operate such plant.

(b) The owner shall be liable to and hereby indemnifies the Hirer in respect of all loss and/or damage of property, including the plant and in respect of all claims for loss or injury whether to persons or property arising from the negligence of the Owner or that of its servants or agents. The Owner shall have no further or other liability to the Hirer save as may be expressly set out elsewhere in the Agreement.

(c) The Owner and the Hirer shall each ensure that adequate insurance cover is arranged by each of them in respect of their obligations to each other under this Agreement and in respect of their obligations to third parties whether by statute, common law or otherwise. Such insurance cover shall include where appropriate but shall not necessarily be restricted to Public Liability, Employer's Liability and such property insurance as may be relevant. Proof of the existence of such cover shall be available to the other party upon request.

9. Breakdown, Repairs and Adjustment

(a) Full allowance for hire charges will be made to the Hirer for any stoppage due to breakdown of plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

10. Other Stoppages

No claims will be admitted (other than those allowed for under "Breakdown" or for "Idle Time", as herein provided), 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.

11. Loss of Use of Other Plant due to Breakdown

Each item of plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the hirer to compensation or allowance for the loss of working time by any other unit or units of plant working in conjunction therewith, provided that where two or more items of plant are hired together as a unit, such item shall be deemed a unit for the purpose of breakdown.

12. Consequential Losses

Save in respect of the Owner's Liability if any under Clauses 5,8 and 9 the Owner accepts no Liability nor responsibility for any consequential loss or damage due to or arising through any cause beyond his control.

13. Notice of Accidents

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.

14. Re-Hiring, Etc

The plant or any part thereof shall not be re-hired.

15. Change of Site

The plant shall not be moved from the site to which it was delivered or consigned.

16. Return of Plant for Repairs

If during the hire period the Owner decides that urgent repairs to the plant are necessary he may arrange for such repairs to be carried out on site or at any location of his nomination. In that event the Owner shall be obliged to replace the plant with similar plant if available, the Owner paying all transport charges involved. In the event of the Owner being unable to replace the plant he shall be entitled to determine the Contract forthwith by giving written notice to the Hirer.

17. Basis of Charging

(a) The Hirer shall render to the Owner for each working week an accurate statement of the number of hours the plant has worked each day. Hirer shall sign the employee's time Record sheets daily or weekly. The signature of the Hirer's Representative shall bind the Hirer to accept the hours shown on the Time Record Sheets.

(b) Payment Terms: Any Hirer without a credit account must pay all outstanding proforma invoices prior to the dispatch of equipment.

18. Plant Hired on a daily basis without qualification as to Hours.

The full daily rate will be charge on a daily basis irrespective of the hours worked except in the case of breakdown for which the owner is responsible, when the actual hours worked will be charged pro rata to the average working day. No hire charge shall be made for Saturday and/or Sunday unless the plant is actually worked.

19. Plant Hired by the Week or Month without Qualification as to Hours

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible. No allowance will be made for breakdowns on Saturdays or Sundays.

20. Plant Hired by the Week or the Hour for a Minimum of 40 Hours per week or a Day of 8 Hours.

If no breakdown occurs, the full hire for the minimum period in the Contract will be charged and an additional pro rata charge will be made for hours worked in excess of such minimum period. The stipulated minimum number of hours can be worked at any time during the minimum period of a week.

21. "All-In" Rates

Where "All-in" rates are charged by agreement the minimum period shall be as defined in the contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 25.

22. Commencement and Termination of Hire (Transport of Plant)

(a) 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, but an allowance shall be made of not more than one day's hire charge each way for travelling time. If the plant be used on day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day be properly and unavoidably occupied in transporting the plant, a hire charge at idle time rates shall be payable for such extra time, provided that where plant is hired for a total period of less than one week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner's named depot or equal.

23. Notice of Termination of Contract

Either party shall have the right to determine the Contract at will by notice in writing or by telephone call communicated by either party to the other.

24. Idle Time

When plant works for any time during a guaranteed minimum period, then the whole of that guaranteed minimum period shall be charged as working time. If the plant is idle for the whole of a guaranteed minimum period. Full rate will be charged for the plant.

25. Wages and Other Chargeable Items Relating to Driver and Operators of Plant

All chargeable items shall be paid by the Hirer.

26. Travelling Time and Fares

Travelling time and fares for operators, similar expenses incurred at the beginning and end of the hire period and where appropriate the operators return fare to his home at periods in accordance with the appropriate national agreement will be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repairs or maintenance of plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the plant.

27. Fuel, Oil and Grease

Fuel, oil and grease shall be supplied by the Owner.

30. Owner's Name Plates

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.

31. Transport

The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the plant from the Owner's depot or equal to the site and return to named depot or equal on completion of the hire period.

32. Government Regulations

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Subject to the provisions of Clause 5 (c) the Hirer will be responsible for compliance with regulations issued by the government or Local Authorities, including regulations under the Factories Acts, Health and Safety at Work etc, Act and observance of the Road Traffic Acts should they apply, including the cost of Road Fund Licenses and any insurance made necessary.

33. Protection of Owner's Rights

(a) The hirer shall not re-hire.

34. Changes in Normal Working Week

The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 40 hours between 7am and 5pm Monday to Friday a surcharge will be charged outside of this.

I have read and understand the above terms.

Signature: _____

Print Name: _____

Date: _____