

Mona Lifting Ltd General Conditions of Hire

1) Definitions

- a) The 'Owner' is Mona Lifting Ltd and their successors, assignees or personal representatives.
- b) The 'Hirer' is the Company, firm, person, Corporation or public authority taking the Owners plant on hire and includes their successors and personal representatives and employees.
- c) 'Plant' covers all classes of Plant, machinery, equipment and accessories therefore which the Owner agrees to hire to the Hirer.

2) Responsibilities of Hirer

The Hirer undertakes to accept full responsibility for loss or damage to the equipment on hire from whatever cause this may arise, fair wear and tear excepted, 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 statute or common law.

The Hirer will be responsible to the owner for the full replacement cost at the current manufacturer's published list price of items lost or stolen and for full repair costs, including parts, labour and overhead element, on items damaged. This condition must be met by the Hirer notwithstanding any insurance claim which may be pending. Standing-time hire charges at full rate will be made at the discretion of the Owners in any instances where, in the opinion of the owners, an unreasonable amount of time is taken to settle a claim for lost equipment.

- 3) The Hirer should cover by insurance the indemnity given to the Owner in Clause 2.

4) Delivery in Good Order

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 Delivery/Indemnity Note.

- 5) The equipment shall be deemed to be 'on hire' from such time as it is delivered to the Hirer or until such time as it is collected from the Hirer. Should the Hirer arrange transit to and from the owner's premises then the equipment shall be deemed to be on hire from the time of leaving our premises to the time of being returned and off-loaded at our premises.

The Hirer shall be responsible for loading and/or unloading the equipment on site and for the provision of any lifting facilities required for loading and/or unloading on site.

Telephoned terminations of hire will be confirmed verbally by an 'off hire' number. This will be followed by a written receipt at the time of collection or return to the Owner's premises of the equipment. The Owners cannot accept any responsibility nor reduce any Hire charges because of strikes, bad weather conditions or any other cause outside the direct control of the Owners.

6) Maintenance of Plant

- a) The Hirer shall be responsible for the safe-keeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal order (fair wear and tear excepted), of all Plant on hire.
- b) The Hirer shall be responsible for compliance with all laws and regulations applicable to the Plant and to the work being performed by the Plant.
- c) The Hirer shall take all reasonable steps to keep himself acquainted with the state and conditions of the plant. If the Plant be continued at work or in use in an unsafe and unsatisfactory state the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- d) The Hirer shall regularly clean the Plant and return it in a perfectly clean condition. The Hirer shall be responsible for any expense involved in cleaning the Plant incurred by the Owner.

7) Loss or Breakdown

- a) Any loss, breakdown or the unsatisfactory working of any part or whole of the Plant must be notified to the Owners immediately.
- b) Under no circumstances shall the Hirer repair or attempt to repair the Plant unless authorised in writing by the Owner.

- 8) Copies of test certificates, when applicable, are available for all items. These can be supplied to the Hirer on request.

- 9) Except when 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 seventh of the quoted weekly rate. Both the first and the last day are inclusive.

- 10) Invoices are rendered to cover the first week's hire and any delivery or collection charges incurred and thereafter to cover each four week (28 day) period until the termination of hire.

11) Consequential Losses

The Owner accepts no liability nor 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 the Plant.

12) 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 telegram 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.

13) Sub-Letting

The Hirer shall not sub-let or lend the Plant or any part thereof to any third party without first receiving the written permission of the Owner.

14) Protection of Owner's Rights

a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under Clause 13 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition, except in the event of Government requisition.

b) 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 rights 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.

15) General Conditions of Business

- a) All business is conducted on a Nett Monthly Account basis.
- b) 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 invoices, a surcharge of 2 ½% per month compound, may at the discretion of the Owners, be applied to that account in the form of a separate Debit Note.
- c) All deliveries and collections made by the Owners, will be charged extra on each separate order on a mileage or time basis.
- d) All prices quoted are subject to V.A.T at the appropriate rate.