



Island Forklifts Limited

Unit D, Dargan Court,
Dargan Crescent,
Dargan Industrial Estate,
Belfast BT3 9JP

GENERAL CONDITIONS OF HIRE OF PLANT

1. Definitions:
 - A) The 'Owner' is the company **Island Forklifts Limited** letting the plant on hire/rental and includes their successors, assigns or personal representatives.
 - B) The 'Hirer' is the company, firm, person, corporation or public authority taking the Owners plant on rental and includes their successors or personal representatives.
 - C) 'Plant' covers all classes of plant, machinery, equipment and accessories and thereof which the owner agrees to rent 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) A 'weekend' covers the period of time starting on Friday and finishing on Monday AM (charge is three days).
Terms appearing in these conditions which also appear in any Statutory Instrument controlling rates of Plant shall have the same meaning as in such instrument whether remaining in open or not.
2. Extent of contract:

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the contract.
3. Commencement and termination of rental:

The rent shall commence from the time the plant leaves the Owners Depot and shall terminate upon return at the Owners Depot. An allowance shall be made for time properly and unavoidable spent in transporting the plant not exceeding one day each way. If more than one day be so occupied, the time shall be charged at 2/3 rate. Provided that plant rent for period of less than week shall be chargeable at full rate from the time of dispatch to the time of return to the Owners Depot or equal. Plant travelling at its own power shall in all cases be charged at full rental rate, irrespective of the period of hire.
4. Delivery of plant and maintenance.
 - A) Unless notification to the contrary is received within twenty-four hours all plant will be deemed to have been delivered in good condition and to the Hirers satisfaction.
 - B) During the continuance of this agreement the Hirer will be responsible for loss of or accident damage to the said plant from whatever cause, its safe keeping, use in workmanlike manner handing it over in equal order to the Owners (fair wear and tear excepted)
 - C) The hirer shall do all that is reasonably possible to enforce the observance of all proper safeguards and precautions against accidents in connection with the use of the plant.
 - D) The Owners shall be under no liability whatsoever for any loss or damage however caused by or arising out of the use or condition of the plant.
 - E) The current Inspection Report required under the Factories' Act or a copy of thereof shall be supplied by the owner if requested by the Hirer at the commencement of the hire period and returned on completion thereof.
5. Loading and unloading.

The Hirer shall be responsible for unloading and reloading the Plant at site and any Driver. Operator or Flagman supplied by the Owner shall be deemed to be under the Hirer's control.
6. Sub-hiring:

The Hirer shall not sub hire/rent or loan the plant or any part of it without the Owner's prior consent, the name and address of the sub-hirer and the address of the site on which the plant will be used must be given when applying for such consent. The insurance provided by clause 19 shall only extend to the Sub-Hirer if the Sub-Hirer has accepted the Terms and conditions of this con and the Hirer has advised the Owners accordingly before the commencement the sub-hire or loan.
7. Changes of site:

The Hirer shall not move the plant from the site to which it was first delivered or consigned without the Owner's prior consent in writing.
8. Service and inspection:

The hirer shall at all reasonable times allow the Owner or their insurances to have access to the plant to inspect, 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.
9. Breakdown:

Any breakdown or unsatisfactory working of any part of the plant must be notified immediately to the Owners in writing. Any claim for breakdown allowance can be only admitted from the time so notice is received.
10. Allowances:

Allowance (subject to condition 9) will be made to the Hirer for any stoppage due to breakdown of any plant cause by the development of an inherent fault or fair wear and tear and for all stoppages for normal running repairs authorised by the Owners, but no account claims be admitted for stoppages through causes outside the owners control including bad weather or ground conditions, neither shall the Owners be responsible for the cost or expenses of recovering any machine from soft ground, loss or use of lorries or any other plant or vehicles not for any consequential loss whatsoever.
1. Repairs and adjustments:

The Hirer shall not repair or attempt to repair the plant unless authorised to do by the Owners in writing. The owners undertake to deal with necessary repairs as quickly as reasonably possible.
2. Determination of hire:

If the Hirer shall fail to pay any sum as and when it may become due the owners may forthwith and without notice retake possession of the plant for which purpose it shall be lawful for them to enter into or upon any premises or site the said plant may be. Such retaking of possession shall not prejudice any rights of the Owners under the terms and conditions of hire.
3. Plant hired with drive and/or operator:

The Hirer shall sign the driver's and/or operator's weekly time sheet which shall be conclusive to working hours of the plant plus drivers and/or operators driving and normal maintenance. Drivers and/or operators time spent on breakdowns will not be chargeable to the hirer unless such repairs are necessary owing to the failure of the Hirer to comply with any of the provisions of Clause 4 hereof.
4. Owner plates:

Ownership plates are affixed to the plant by the owners and shall not be removed, mutilated, or obliterated by the Hirer.
5. Notice of accidents:

If the plant is involved in any accident resulting in injury or persons or damage to property, immediate notice must be given to the Owner by email and confirmed in writing to the Owners office and in respect of any claim not within the hirers agreement for indemnity, no admission, offer, promise or payment or indemnity shall be made by the Hirer without the Owner's consent in writing.
6. Protection of owner's rights:
 - a) The Hirer shall not rehire, rent, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided by under Clause 6 and shall protect the same again 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 preform this condition, except in the event of Government requisition.
 - b) If the Hirer shall make default in punctual payment of all sums to the Owner for Hire of Plant or other charges or shall fail to observe and preform the terms and condition of this contract, or the Hirer shall suffer and 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' voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owners rights in the plant may be prejudiced or put into jeopardy, this agreement shall forthwith be terminated (without any notice of other and notwithstanding that the owner may have waived some previous default or matter of the same like or nature), and it shall thereupon be lawful for the determination if the hiring under this condition shall not affect the right of the Owner to recover from the Hirer any monies due the Owner under the contract or damages for breach thereof.
7. Consequential:

The owner accepts no liability whatsoever for:-

 - a) Any consequential loss due to or arising out of any breakdown, stoppage, delay, detention or non-arrival of the Plant through any cause whatsoever or due to arising out of any defect whatsoever in the plant.
 - b) In the case of a crane, any loss or damage which may result in whatsoever manner from the use of slings and equipment ancillary to the crane, whether such slings or equipment have been supplied by the Owner and whether or not they are in use by the owners employees.
8. Government and or regulations:

The Hirer shall, throughout the working period, ensure that all obligations whatsoever imposed by Act Parliament (including the Road Traffic Acts) or Statutory Instrument (including the Building Safety Health and Welfare Regulations) or by Bye-Laws made by a body o empowered by Act of Parliament or Statutory Instrument are complied with, whether such obligations are thereby imposed on the Owner of the Hirer: provided that the Hirer shall not be liable hereunder the breach of any such obligation imposed on the Owner where the Owner was already in a breach thereof at the beginning of the working period.
9. Liability of the Hirer:

The Hirer shall be responsible for and indemnify the owner against:-

Loss or/and damage to the machine during the working period excluding fair wear and tear but including all costs, charges, expenses, and consequent loss including loss or hire arising therefrom.

 - b) All claims, demands, proceedings, costs and expenses in connection with or arising out of the use of the plant during the working period and without prejudice to the generality of the foregoing the hirer shall be solely responsible for and shall indemnify the Owner against all claims arising out of or resulting from:-
 - ✓ Damage to any property whatsoever handled by the play or
 - ✓ Damage to property underground including pipes and cables or
 - ✓ Damage to any other property including property including property of the Hirer or
 - ✓ Death or bodily injury to any person (including any driver or operator whether supplied by the owner or note and including any servant of the owner or hirer
 - ✓ Any damage or excessive wear of the machine caused by hazardous or exceptional conditions and all costs, charges, expenses and consequential loss, including loss or hire arising therefrom,
 - ✓ Any damage or injury to any person or property (including damage to the crane) by reason of the failure of the base, fixing, track or other structure to support the crane and its load.
 - ✓ Above and which arise from causes outside the control of the Owners.

Not without standing, the above Clauses relating to the responsibility of the Hirer the Owners hold insurances and inspection contracts in their own name. The Hirer shall immediately o the happening any accident or incident likely to affect either the Owner's insurance policies or the Hirers responsibility as defined above, notify the owners and shall advise the full details thereof in writing within seven days of accident or occurrence. The Hirer should ensure that this policies of insurance protect him against liabilities under the foregoing Clauses.