

TERMS AND CONDITIONS FOR HIRE OF PLANT

Definitions

- a) Stonegrave Aggregates – S/A
- b) Hirer - means entity, person or its servants or employees
- c) Day means any 8 hours unless shown differently
- d) Week means any 7 concurrent days
- e) Working Week – means 5 days Monday to Friday totalling 40 hours
- f) Overtime means anytime after:-
 - (i) 8 hours Monday to Thursday
 - (ii) 7 hours Friday
 - (iii) any hours Saturday and Sunday
- g) Hire Period – relates to time from when plant leaves Aycliffe Quarry or last place employed, and ends when it is received at the Quarry or other S/A site.
- h) Standing Time – during the hire period any time the plant is not being operated for a reason (s) which is not due in anyway to S/A
- 1) All-in rate - if specified means charges inclusive of all costs other than those shown in the 'hire details' section
- 2) Accidents - all accidents involving S/A's hired plant must be reported immediately by telephone to S/A and details confirmed in writing within 2 days.
- 3) Breakdown and Repairs - all costs and losses, including loss of hire charges due to the hirer's wrongful or negligent misuse of the plant shall be the responsibility of the hirer. S/A can elect to carry out repairs at whatever location it chooses, and in the event of being unable to provide replacement plant will be entitled to give notice to terminate the hire contract. Plant breakdown which is due entirely to S/A will be allowed for up to 8 hours per day net of actual hours worked.
- 4) Charges - will be invoiced based upon the hire terms contained in this contract, adjustable at S/A's discretion to reflect wage awards or statutory costs and S/A's driver's daily time sheet which must be signed by the hirer in full acceptance of the time recorded and chargeable. Stoppages will be charged at the full hire rate, subject to a maximum of 2 hours, in respect of tyre puncture repairs or replacements. Unless otherwise stated standing time will be charged at two thirds of the hourly hire rate.
- 5) Consequential Loss - S/A accepts no liability whatsoever for any consequential loss incurred by the hirer as a result of any circumstances which have arisen outside S/A's control.

6) Disputes - if any dispute arises during or after the hire period which cannot be resolved within a reasonable time S/A and the hirer shall appoint an arbitrator, or if failing to agree on a person the President of the I.M.E. whose decision will be binding. For the avoidance of doubt only terms and conditions contained in the document can be comprised in the contract.

7) Hirer's other responsibilities:

- a) Regulations – fully comply with all legislative and local authority rules.
- b) Supervision – loading and unloading of plant. Plant operators shall work under the hirer's control and instructions.
- c) Mats – provide suitable ground covering for the plant to work on as necessary.
- d) Hirer – must not re-hire, sell, loan or for any other reason pass control of the plant to a third party. In the event of doing so the hirer will indemnify S/A for all costs, claims and losses incurred.
- e) Payment – pay in accordance with agreed terms.
- f) Loss/Damage – except for wear and tear the hirer shall be responsible to S/A for the cost of all loss and damage to the plant during the hire period.
- g) Insurance Liabilities – at all time carry full insurance cover indemnifying S/A against all claims, including theft and vandalism, personal injury, and damage to property caused by or in any way arising from use of the plant and all costs arising due to loss during the hire period including loading and unloading the plant on site and its transfer back to S/A premises.
- h) Plant recovery – all costs involved with recovering plant from uneven ground.

8) S/A's other responsibilities:

- a) Loss/Damage/Injury – where S/A has exclusive control delivery of plant to site, erection, dismantling and transit to S/A premises.
- b) Operation – provide a person competent in operating the plant noting the operator will work under the hirer's control and direction who will be responsible for any loss, damage or injury arising in such circumstances.

9) Stoppages – claims will not be accepted for stoppages due to reasons outside S/A control e.g. bad weather.