



HARRIS HIRE
AFFORDABLE PLANT HIRE

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Terms and conditions of Hire

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 is the responsibility of the named hirer only.
- c) “Plant” covers all classes of plant, machinery, vehicles, equipment and all accessories thereof, which the Owner agrees to hire to the Hirer.
- d) A “day” shall be 8 hours unless otherwise specified and agreed beforehand with the "Hirer."
- e) A “working week” covers the period from the starting time on the Monday to the finishing time on the Friday unless otherwise agreed with the "Hirer."
- f) 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 other agreed location.
- g) A “Consumer Contract” is a contract entered into with a person acting in his own capacity and not for or on behalf of any business or trade entity.
- h) The period of hire should not exceed 90 days.

2. EXTENT OF CONTRACT

No conditions other than specifically set forth in the Offer and Acceptance and herein shall be deemed to be incorporated in or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular plant pursuant to the Offer and Acceptance. The Contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF PLANT

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

4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and, unless otherwise agreed in writing, for unloading and loading of the plant at the site, and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such

personnel shall for all purposes in connection with their employment in the loading and /or unloading shall be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of Clause 13) who alone shall be responsible for all claims arising in connection with unloading and or loading of the plant by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE : INSPECTION REPORTS

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 four working days, and in the case of plant supplied without an operator within three working days, of the plant being delivered to site, the plant shall be deemed as 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 Hirer's satisfaction, provided that where plant requires to be erected on site , the periods above stated shall be calculated from the 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 excepted).

b) The Hirer shall when hiring plant without Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the plant. If such plant be continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.

c) The current Inspection 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 and Insurers to have access to the plant to inspect, test, adjust, repair or replace the same. So far as is reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

7. TIMBER MATS OR EQUIVALENTS

a) If the ground (including any private access or road track) is soft or unsuitable for the plant to work on, travel, or be transported 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, work on, or be transported over, including for delivery and collection.

8. HANDLING OF PLANT

When a driver or operator or any person is supplied by the Owner with the plant, the Owner shall supply a person competent in operating the plant for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the plant be regarded as the servants or agents of the Hirer (but without prejudice to any of clause 13) who also shall be responsible for all claims arising in connection with the operation of the plant by the said driver/operators/persons. The Hirer shall not allow any other person to operate such plant without the Owner's previous consent to be confirmed in writing.

9. BREAKDOWN REPAIRS AND ADJUSTMENT

a) When the plant is hired without the Owner's driver or operator any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Owner. Any claim for breakdown time will only be considered from the time and date of notification.

b) Full allowance for the hire charges and for the reasonable cost of repairs that have been authorised by the Owner 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 all stoppages for normal running repairs in accordance with the terms of the Contract.

c) The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the plant, whether by the Hirer or his servants, and for the payment of hire at the idle time rate as defined in Clause 25 during the period the plant is necessarily idle due to such breakdown, loss or damage. The Hirer is responsible for the cost of spares and /or repairs due to theft, loss or vandalism of the plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the plant involved in breakdown from all other causes.

10. OTHER STOPPAGES

No other claims will be admitted (other than those allowed for under "Breakdown" or for "Idle time", as herein provided), for stoppages through causes outside the Owners 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 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 expressly hired together as a unit, such items shall be deemed a unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY

Except for liability on the part of the Owner, which is expressly provided for in the Contract (including these Clauses):

a) the Owner shall have no liability or responsibility for any loss or damage of whatever nature due to or arising through any cause beyond his reasonable control:

b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the contract, breach of statutory duty or misrepresentation or by reason of the commission of any loss (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the plant or any asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature: and

13. HIRERS RESPONSIBILITY FOR LOSS AND DAMAGE

a) For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of Clauses 4,5,8 and 9 of this Agreement.

b) During the continuance of the hire period the Hirer shall subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in Clause 9 herein, 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 storage, transit, transport, unloading, loading or use of the plant during the continuance of the hire period, and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss or damage to the plant, hire charges shall be continued at idle time rates as defined in Clause 25 until settlement has been effected.

c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury due to or arising:

1. prior to delivery of any plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the plant is in transit by transport of the Owner or as otherwise arranged by the Owner.

2. after the plant has been removed from site and is in transit on a highway maintainable at public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner.

3. Where plant is travelling to or from a site on a highway maintainable at the public expense (or, where a site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner.

14. NOTICE OF ACCIDENTS

If the plant is involved in any accident resulting in an 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. In relation to a claim in respect of which the Hirer is not bound fully to indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owners consent in writing.

15. REHIRING ETC.

The plant or any part thereof shall not be re-hired, sub let, or lent to any third party without the written permission of the Owner.

16. CHANGE OF SITE

The plant shall not be moved from the site to which it was delivered or consigned without the written permission of the Owner.

17. BASIS OF CHARGING

a) The Hirer shall render to the Owner for the duration of hire, the number of hours the plant has worked each day. Where the plant is accompanied by the Owners driver or operator, the Hirer shall be responsible for time worked.

b) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and or the Hirers misuse, misdirection or negligence, subject however to the provisions of Clause 8 of this Agreement.

c) Breakdown time in respect of such periods shall be allowed for not more than 8 hours per day Monday to Friday less the actual hours worked.

d) Plant shall be hired out for a stated minimum number of hours per day or per week. Any hours used above the agreed hire shall be charged pro rata.

19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged 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 of the average working day (8hours).

20. "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 Clause 26.

21. IDLE TIME

When the plant is prevented from working due to negligence, loss or damage by the Hirer, the Hirer would be subject to Idle Time charge. This charge shall be the hire rate or such other idle time rate as stated in the Offer. Where an 'All-in' rate is charged, idle time is charged on the machine element only. Full rate will be charged for the operator.

22. FUEL, OIL AND GREASE

Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner.

23. SHARPENING OF DRILLS/STEELS ETC

The cost of re-sharpening shall be borne by the Hirer.

24. OWNERS 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.

25. GOVERNMENT REGULATIONS

The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including Regulations under the Factories Acts, Health and Safety at Work Act etc. Act and observance of the Road Traffic Acts should they apply, including the cost of Road Fund Acts should they apply, including the cost of Road Fund Licenses and any insurance made necessary thereby, save that if and during such time as the plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.

26. PROTECTION OR OWNER'S RIGHTS

The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possessions of or otherwise deal with the plant except as provided under Clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

27. 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; it is hereby agreed that in the event of:

- a) there being any change in the normal weekly hours in the industry in which the Hirer is engaged or,
- b) the Contract being made with reference to a 5 day week of other than 40 hours.

Clauses 1(d) and (c), 18(c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of the plant hired for a minimum weekly or daily period shall be varied pro rata.