

## Conditions of Hire

1. The hirer shall pay to the owner's address set out overleaf the rental set overleaf computed from date upon which the owner completes delivery of the equipment and continuing until either party shall give to the other notice terminating the hire. After the expiration of the initial hire period, rental shall be on a weekly basis.
2. All rental and other charges are strictly net and save as set out below are payable within 14 days from the date of the invoice. If not paid within the period specified, the owner may charge interest thereon at the rate of ten centum per annum computed from the date upon which the sum became due as aforesaid until payment of same, such interest being agreed liquidated damages by way of compensation for delay in payment and not by way of penalty.
3. Delivery of the equipment in clean and good condition and proper working order shall, as against the hirer, be deemed to be as per order and invoice unless notice specifying any discrepancy or defect is given to the owner within seven days of the date of invoice. The hirer shall keep the equipment in clean and good condition and proper working order and the owner shall not be responsible at all in respect of any claims, demands or causes of action of whatsoever cause or nature which may arise out of the use of equipment or as a result of any defect therein or its being on site.
4. The hirer shall give precise instructions to the owner as to the site and as to the location onsite he requires the equipment to be installed. If the equipment is to be removed to another site or repositioned, this shall be carried out by the owner at the hirer's cost unless the hirer proves to the owner's satisfaction that the equipment was installed contrary to instructions. The hirer shall pay all charges due to any statutory body or authority incidental to any such removal or re-positioning.
5. The hirer shall not sell, offer for sale, assign, mortgage, pledge, under let, lend, permit any lien to exist over, encumber, charge or dispose of the equipment or his interest under this Contract in any way without the prior written consent of the owner. The hirer shall not remove or re-locate the equipment from or on the site without the prior written consent of the owner.
6. So long as the equipment shall remain on site the hirer shall be liable for any damage to or loss of the equipment from any cause whatsoever including theft, storm, tempest, fire, act of God, or other natural catastrophe but excepting fair wear and tear. Where the hirer is responsible for damage to equipment, the owner may recover from the hirer as a debt due and payable the cost of repairing and/or replacing the same where this is, in the opinion of the owner, necessary. The hirer shall further be liable to pay rental on a weekly basis until the equipment has been repaired and/or replaced.
7. On termination of the hire the hirer shall be responsible at the hirer's expense to place the equipment in a ground level position on the site to which the owner or his agents have immediate and ready access for the purpose of collecting the equipment. If the owner or his agents are unable to collect the equipment from the site because the hirer has not given the owner or his agents immediate and ready access then at owners option:
  - (i) the hirer shall be further liable to pay rent on a weekly basis until the owner or his agents have been given immediate and ready access to the equipment by the hirer, or
  - (ii) the owner or his agents shall with such other specialised equipment as may be deemed necessary by the owner or his agents at the hirer's expense be permitted by the hirer to enter onto the site where the equipment is located and collect the equipment provided however that the hirer shall be further liable to pay rent on a weekly basis until the owner or his agents have removed the equipment from the site.
8. If any order be made for the sequestration of the hirer's estate or if he shall enter into any composition or arrangement with his creditors, or being a company enter into liquidation (save for the purpose of re-construction and/or amalgamation) or in any way be in breach of the terms and conditions of this Contract on his part to be performed and observed the owner may terminate this Contract at his option and re-take possession of all equipment hired and the hirer authorises the owner by his servants agents and employees to do all things and commit all acts which may be required for that purpose and that the owner not be responsible for all or any claims, demands and causes of action whatsoever kind or nature which may arise out of or as a result thereof. Any termination of this Contract shall be without prejudice to the rights of the owner accrued prior to such termination.
9. Where the equipment comprises of:
  - (i) Temporary electricity supply poles:
    - a. The owner shall –
      1. make all necessary applications to the electricity supply authority to have electricity connected to the site:
      2. deliver, install and when required, remove the said poles.
    - b. The hirer shall reimburse the owner for all charges referred to in clause 9(i)a hereof within seven days from the date of invoice from the owner to the hirer covering same.
    - c. The owner shall not be liable for any act of default of the said supply authority nor shall he be under any responsibility to ensure that the meter readings made by the supply authority are correct and accurate.
10. The hirer shall during the terms of the hire use the equipment only in accordance with the owners directions, these conditions and the purpose for which the equipment is intended to be used and shall indemnify the owner against any loss occasioned to or damage suffered by the owner or any third party or any action which may be brought by any responsible authority against the owner as a result of the hirer's failure to comply with these conditions.
11. The hirer shall comply with the provisions of all laws and statutes (including all orders, regulations, rules and by-laws made thereunder) affecting the hirer and/or use of the equipment. Should the owner suffer any penalty or loss in respect of any breach or non-observance thereof he shall be entitled to recover from the hirer as a debt due and payable any amount expended by the owner in respect thereof.
12. No indulgence or extension of time for the making of any payment or committing of any act granted by the owner to the hirer shall affect the strict rights or obligations of the parties under this Contract.
13. Where pursuant to the terms hereof, any notice is given to the owner by the hirer, the onus of proof to the satisfaction of the owner that such notice has been given and of the matter specified therein shall be on the hirer.
14. In this Contract where the context shall admit, the singular shall include the plural and the masculine, the feminine and the neuter genders. Where there is more than one hirer the terms and conditions hereof shall bind them jointly and severally. The terms "the hirer" and "the owner" shall include their respective successors, heirs, assigns and transferees and where there is more than one hirer or owner, the successors, heirs, assigns and transferees of each hirer and/or owner.