



PLANT HIRE CONTRACT

Definition of Terms

"Owner" is the company, firm or person letting the plant on hire.

"Hirer" is the company, firm, person, corporation or public authority taking the owner's plant on hire and includes their successors or personal representatives.

"Plant" covers all classes of plant, machinery, equipment and accessories there which of the owner agree to hire to the Hirer.

"Hire Contract" means the document or documents that contain these conditions and the other terms and details forming the hire agreement between The Hirer and The Owner.

1. Applicability of the contract

This Hire contract is applicable for the delivery of the plant made between Owner & Hirer and it remains valid till the time both the parties does the settlement of their side obligations completely. 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. This document supersedes any other document relating to this plant hire.

2. Hiring Charges

Equipment shall be hired at the hire charges or hire rates as set out in the quotation submitted. Hire charges doesn't include the cost of fuel. Notice of commencement of delivery of equipment shall indicate acceptance of these hire charges / rates without exception or variation. Charges will be applied for each hire from the time the equipment leaves the owners depot until it is returned back to the owners depot.

3. Diesel Supply & Quality

It is the responsibility of Hirer to provide the Diesel required for operating the equipments. The Plants offered by owner are designed to run on clean diesel only [Specification available on request]. Owner Suggest sourcing of Diesel from authentic sources like ADNOC / EMARAT / EPPCO/ SHELL only. If there is any failure occurred due to usage of inferior quality of diesel usage, the cost of repairs of failures resulted will be charged on hirer's Account.

4. Invoicing basis

Charges applicable will be based on following basis

30 days = 1 Month

7 days = 1 week

1 day= 24 hours

Plant used less than 7 days; Daily rental charges will be applicable.

Plant used less than 30 days; Weekly charges will be applicable.

5. Payment terms & Settlement

Invoices will be raised on a regular basis and payment must be received in the agreed currency by the owner within the allowed payment terms as stipulated in the contract. For any invoices that remain unpaid beyond the agreed credit period an administration charges of 2% of the invoice value will be added every month until full payment is received.

6. Accessibility to Site

It is the Hirer responsibility to provide a safe and suitable access route for all support vehicles and personnel during delivery, maintenance and collection.

7. Loading & Unloading

The Hirer shall be responsible for the unloading and reloading of the Equipment on site and any driver supplied by The Owner shall be deemed to be under the Hirers control and the Hirer shall be responsible for any damage caused.

8. Delivery in Good Order

Unless a notification in writing to the contrary is received by the Owner from the Hirer within one working days of the plant being delivered to the site, the plant delivered shall be deemed to be in good order in accordance with the terms of the contract and to Hirer's satisfaction.

9. Safety & Security

The hirer shall when hiring equipment without owner's operator take all reasonable steps to keep him acquainted with the state and condition of the equipment. The Hirer shall be responsible for the safekeeping of 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 directly or indirectly arising from it.

10. Insurance

It is the responsibility of hirer to arrange 3rd party & all liability insurance.

11. Daily Operation

Unless otherwise agreed separately, the plant daily operation is the responsibility of hirer. The plant is to be operated in a fair way as recommended by its manufacturer within its rated capacity. If any assistance required, Hirer can get it from owner's technician during the plant's delivery/ commissioning time. On Hire completion, the plant is to be returned in good order (fair wear and tear is accepted).

It is a condition of generator hire that, generators will be run at not less than 40% or more than 90% of rated output. Any damage arising from non observance of this condition will be charged to the hirer.

12. Servicing & Inspection

The hirer shall at all reasonable times allow the owner, his agents or his insurer to have access to the equipment to inspect, test, adjust, repair or replace the same.

The hirer shall not repair or attempt to repair the equipment unless specifically authorised by the owner. The owner undertakes to deal with all necessary repairs as quick as reasonable possible. Where breakdowns occur due to the hirer's negligence, misdirection or misuse of equipment, the hirer will be responsible for the full cost of the repair.

13. Periodic Maintenance

Unless otherwise agreed separately, Routine Heath Checks & Periodic services like Replacement of Lube Oil & Filters will be executed by Owner at Hirer's site during normal working hours. As far as reasonably possible, such work will be carried out at times to suit the convenience of the hirer.

14. Break down & repair

When the plant hired undergoes any breakdown, it must be notified immediately to the Owner by the telephone, email or fax.

The Hirer shall be responsible for all expenses involved arising from any breakdown and all loss or damage incurred by the Owner due to Hirer's negligence, misdirection or misuse of the plant whether by the Hirer or his servants, and for the payment of hire during the period the plant id necessarily idle due to such breakdown. The Owner will be responsible for the cost of repairs to the plant involved in breakdowns from all other causes and will bear the cost of providing spare parts. In case of breakdown over 6 hours, the hirer has the right to deduct one day hire charges on pro-rata basis.

15. Other Stoppages

No claims will be admitted for stoppage through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense or recovering any machine from soft ground.

16. Loss/Damage/ Misuse

During the continuance of the hire period the Hirer shall make good to the Owner all loss of or damage to the plant from whatever cause the same may arise , fair wear and tear accepted and except as provided in clause 6 herein , and shall also fully and completely indemnify the Owner in respected of all claims by any person whatsoever for injury to person or property cause by or in connection with arising out of the use of the plant and in respect of all cost and charges in connection therewith whether arising under statue or common law.

17. 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.

18. Accident Notification

In case the plant hired undergoes any kind if accident, resulting injury to persons or damage to plant/ property, hirer has to make its immediate intimation to the Owner and it must be confirmed by letter/ fax/ email.

19. Owner's Plate/marks

The owner may affix his plate or mark on the equipment indicating that it is his property and the hirer shall not remove, deface or cover up the same without the written permission of the owner after agreement of revised hire charges for the unmarked equipment

20. Government Duties/ Taxes/ Permissions

The hirer alone will be responsible for obtaining any necessary permissions and consents for the erection and operation of the equipment and for compliance with all regulations issued by the Government, Municipality or local authorities and the owner shall not be responsible for any breach thereof. Any fines incurred due to the hirers' negligence during delivery or installation of the equipment is the responsibility of the hirer.

21. Selling & Sub letting

The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment or its contents and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damages, cost, charges and expenses that may arise by any failure to observe and perform this condition except in the event of government requisition.

The Hirer shall not assign his rights hereunder no sub-let or lend the Equipment or any part thereof to a third party without the prior written consent of the Owner.

22. Shifting

The Hirer shall not move the plant from the site to which it was delivered or consigned unless prior consent be obtained from the Owner such consent to be confirmed in writing.

23. Off-hiring

Hirer must issue an Off-hire note at least 48 hours in advance to terminate the Hire y way of Letter/FAX/ Email intimation. Telephonic intimations are not considered for this. The Plant will be treated on hire until the receipt of off-hire note from the hirer by the owner. The last day of off-hiring will be the day when the plant reaches at Owners depot.

24. Billing Corrections

Hirer is expected to inform the Owner about any kind of corrections required in the Invoice within 7 days of its receipt. If such intimations are not received, the Hirer is responsible for paying the actual value as per the Invoice.

25. Owners Rights

In the event of hirer fails to make payment on due date agreed, the Owner has the right to access the site & take possession of equipment from Hirer's premises without any further reference to the hirer. On such situations, the notice issued to Hirer remains the proof for Hire termination.

If the Owner does not enforce any or all of these conditions it shall not amount to, or be interpreted as, a waiver or any of the Owner's rights. If any term or condition in this Agreement is illegal or unenforceable, in whole or in part, the provision of part shall to the extent necessary be deemed not to form part of this Agreement and shall not affect the validity and enforceability of the remainder of this Agreement.