

## **RAPID ACCESS STANDARD TERMS AND CONDITIONS**

### **1. DEFINITIONS:**

- a) The "Owner" is Rapid Access or its duly appointed representative letting the Plant in hire.
- b) The "Hirer" is the company, firm or person taking the Owner's Plant on hire.
- c) "Plant" covers all classes of plant, machinery, equipment and accessories which the Owner agrees to hire to the Hirer.

### **2. DELIVERY IN GOOD ORDER AND MAINTENANCE:**

The Hirer shall, when hiring Plant without the Owner's operator or driver, take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If the Plant is continued to be worked or used when in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents occurring as a result of working or using such Plant, whether directly or indirectly arising from such unsafe or unsatisfactory state.

### **3. 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.

### **4. BREAKDOWN, REPAIRS AND ADJUSTMENTS:**

- 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 such notification.
- b) The Hirer shall be responsible for all the expenses 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 or agents and for the payment of rental costs as the appropriate idle time rate during the period the Plant is necessarily idle due to such breakdown or damage. The Owner will be responsible for the cost of repairs to the Plant involved in the breakdown from any other causes and will bear the cost of providing spare parts. No other costs claimed by the Hirer or any third party relating to the Plant will be accepted by the Owner.

### **5. OTHER STOPPAGES:**

No claims will be admitted (other than those allowed for under "Breakdown" or for "Idle times", as herein provided), for stoppages through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for any costs or expenses arising from or the result of recovering any Plant from soft ground or sand.

### **6. CONSEQUENTIAL LOSSES:**

The Owner accepts no liability or responsibility for any consequential loss or damage due or arising from any cause beyond his control.

**7. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE:**

During the hire period the Hirer shall be responsible for all loss or damage to the Plant arising from whatever cause. The Hirer shall also be fully and completely responsible in respect of and shall indemnify the owner against, all claims by any person whatsoever for injury to any person or property caused by, in connection with or arising out of the use of the Plant and in respect of all costs and charges in connection therewith, whether arising under statute or common law (including legal fees). In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates until settlement such has been effected between the parties. Idle time rates will be based on two thirds of agreed hire charges.

**8. NOTICE OF ACCIDENTS:**

If the Plant is involved in any accident resulting in injury to person or damage to the property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office. In respect of any claim brought by a third party which is not within the Hirer's agreement for indemnity, no admission, offer, promise or payment of indemnity shall be made by Hirer without the Owner's consent in writing.

**9. RE-HIRING ETC:**

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

**10. CHANGE OF SITE:**

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

**11. BASIS OF CHARGING:**

As specified in Agreement.

**12. NOTICE OF TERMINATION OF CONTRACT:**

Where the period of hire is undetermined or having been determined becomes undetermined the contract shall be seven days prior notice in writing given by either party to the other (except in case where the Plant has been lost or damaged) in the event of the Hirer desiring to terminate the contract and failing to give such notice, his charges for the period of the seven days notice shall be charged and payable to the Owner.

**13. TRANSPORT:**

The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Plant from the place of delivery specified by the Owner to the Hirer's site and the return to the place of return not specified by the Owner.

**14. INSURANCE:**

The Plant is the responsibility of the Hirer from the time of delivery to Hirer's site and all risks insurance cover satisfactory to the Owner is required to be taken and maintained from the time of delivery until the equipment is returned to the Owner.

**15. ALTERATIONS AND AMENDMENTS:**

No alteration to any term or condition of hire may be made other than agreed by both parties in writing.