9. BREAKDOWN, REPAIRS AND ADJUSTMENT

Any breakdown or unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing. No claim for breakdown time will only be accepted if it is notified immediately to the Owner, and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.

10. STOPPAGES

(a) The Hirer shall not be responsible for any expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer’s negligence, misdirection or misuse of the Plant, whether by the Hirer or by his servants, and for the payment of hire for any Plant at the idle time resulting from the commission of any tort (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 other asset or facility, loss of production or profit or any other financial or economic loss or indirect or consequential loss or damage, including but not limited to, for any failure or delay in the use or delivery of any Plant due to the filing of a bankruptcy or other insolvency claim or proceeding by or against the Owner, or any of its successors, assignees or personal representatives.

11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

(a) 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 any compensation or allowance for the loss of, or for the use of such Plant.

(b) The Owner shall be liable only for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

12. LIMITATION OF LIABILITY

Exclusion of 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 for any loss or damage, of whatever nature due to accident or otherwise, arising from or in connection with the Plant or the Plant’s environment, nor for delay caused by or in connection with the Plant.

(b) The Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of contract or tort, for any loss or damage, of whatever nature, caused to the Plant or to its environment, or to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage, including but not limited to, for any failure or delay in the use or delivery of any Plant due to the filing of a bankruptcy or other insolvency claim or proceeding by or against the Owner, or any of its successors, assignees or personal representatives.

(c) Whenever the Contract (including these clauses) provides that any allowance is to be made against charges which would otherwise be or become due if the allowance in question had not been made, for the avoidance of doubt, nothing in these conditions limits or excludes the Owner’s liability for claims of death or personal injury caused by the Owner’s negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

(d) The Owner shall not be responsible for any loss or damage, of whatever nature due to accident or otherwise, arising from or in connection with the Plant or the Plant’s environment, nor for delay caused by or in connection with the Plant.

(e) 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 any compensation or allowance for the loss of, or for the use of such Plant.

(f) Whether the Plant is supplied with an operator within four working days, and in the case of Plant supplied without an operator within three working days, of the date or dates of delivery or replacement, (including where the Plant is hired) the Plant shall be deemed to be in good working order and condition and unsatisfactory working or damage to the Plant through any cause whatsoever, shall not entitle the Owner to any compensation or allowance for the loss of the Plant or for the use of the Plant.

13. HIRER’S RESPONSIBILITY FOR LOSS AND DAMAGE

(a) The Hirer shall be liable for all loss or damage to the Plant, hire charges arising therefrom, and any costs or expenses, of or indirect or consequential loss or damage, including but not limited to, for any failure or delay in the use or delivery of any Plant due to the filing of a bankruptcy or other insolvency claim or proceeding by or against the Owner, or any of its successors, assignees or personal representatives.

(b) The Hirer shall be liable for all loss or damage, of whatever nature due to accident or otherwise, arising from or in connection with the Plant or the Plant’s environment, nor for delay caused by or in connection with the Plant.

(c) Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage, including but not limited to, for any failure or delay in the use or delivery of any Plant due to the filing of a bankruptcy or other insolvency claim or proceeding by or against the Owner, or any of its successors, assignees or personal representatives.

(d) 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 any compensation or allowance for the loss of, or for the use of such Plant.

(e) For the avoidance of doubt, nothing in these conditions limits or excludes the Owner’s liability for claims of death or personal injury caused by the Owner’s negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

14. NOTICE OF ACCIDENTS

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which notification is not given within 24 hours, the Owner may at its discretion treat the said claim as unreasonable, frivolous or vexatious and refuse to accept any liability in respect thereof.

15. RE-HIRING ETC.

(a) The Plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Owner.

(b) The Owner may at its discretion refuse to accept any Plant, which is moved from the site to which it was delivered or consigned, for the use of such Plant.

16. CHANGE OF SITE

(a) Any freewheeling or unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing. No claim for freewheeling time will only be accepted if it is notified immediately to the Owner, and confirmed in writing. Any claim for freewheeling time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.

(b) Full allowance for hire charges set out in the offer will be made to the Hirer for any stoppage due to the breakdown of the Plant caused by the development of inherent faults or a fault not attributable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

(c) The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Plant in any way without the prior written consent of the Owner. Any stoppage for the repair or replacement of punctures is however the responsibility of the Hirer who should arrange for them to be changed / repaired. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.

(d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer’s negligence, misdirection or misuse of the Plant, whether by the Hirer or by his servants, and for the payment of hire for any Plant at the idle time resulting from the commission of any tort (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 other asset or facility, loss of production or profit or any other financial or economic loss or indirect or consequential loss or damage, including but not limited to, for any failure or delay in the use or delivery of any Plant due to the filing of a bankruptcy or other insolvency claim or proceeding by or against the Owner, or any of its successors, assignees or personal representatives.
23. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT)

24. ALL-IN RATES

25. I DL E TIME

26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT

27. TRAVEL LING TIME AND FARES

28. GOVERNMENT REGULATIONS

29. QUALIFICATION AS TO HOURS

30. TRANSPORT (QUALIFICATION AS TO HOURS)

31. TRANSPORT (TRANSPORT OF PLANT)

32. GOVERNMENT REGULATIONS