

**DOMAC PLANT AND TOOL HIRE LTD
HIRE CONDITIONS**

The following Conditions form part of all Hire Contracts from Domac Plant and Tool Hire Ltd and may only be altered by written consent of Domac Plant and Tool Hire Ltd.

1. Definitions

- I. "The Owner" is defined as Domac Plant and Tool Hire Ltd.
- II. "A Week" is defined as five "working days".
- III. "A day" or a "working day" is defined as eight hours.

2. Warranty

- I. The goods supplied and subject to the Manufacturer's Warranty only.

3. Ownership Rights

- I. Property of the goods remains with the owner at all times.
- II. The owner reserves the right to alter prices or terms of the Contract without notice.
- III. A breach of any of the conditions of this contract including a breach of the conditions of payment gives the owner the right to repossess the goods without notice.

4. Obligations Of The Hirer

- I. The hirer is responsible for delivery and return of the goods. The hirer must have Insurance in place and to ensure only appropriately trained operators use the equipment.
- II. Immediately upon removal of the goods from the owner's possession the hirer is responsible for
 - a. any loss of, or damage caused to the goods and
 - b. any damage arising as a result of the carriage of, or the operation of the goods.
- III. The hirer acknowledges s/he has inspected the goods before hire and that the same have been delivered to him/her in good condition and perfect working order.
- IV. The hirer accepts responsibility for the daily maintenance of the hire goods.
- V. The hirer is responsible for the provision of a competent operator of the goods.
- VI. The hirer must immediately notify the owner in writing of
 - a. any faults in the goods
 - b. any damage caused to or by the goods.
- VII. The cost of any repairs required during the term of hire is the responsibility of the hirer. Such repairs may only be completed with the consent of the owners.
- VIII. The hirer agrees to use the goods only for the time specified in the contract. Any use of the goods beyond the specified time is subject to the owner's consent and the hirer remains liable for any additional charges.
- IX. The hirer agrees to use the goods only for the purpose for which the goods have been manufactured.