

## Terms and Conditions

1. Definitions
  - a) "The Owner" is Alcar 55 Ltd.
  - b) The "Customer" is the company, firm, person, contracted to use the "Owners" services / plant, and includes their successors or personal representatives.
  - c) A day shall be up to 8 hrs or part of.
2. Extent of Contract - No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in or form part of the contract.
3. Availability of services / equipment - All plant is offered subject to being available to the Owner at the time required by the Customer.
4. Loading and Unloading - Where applicable, the Customer shall be responsible for the unloading and reloading of the equipment at site.
5. Delivery in Good Order - Unless notified in writing to the contrary is received by the Owner from the Customer within one day of the equipment being supplied, the equipment shall be deemed to be in good order in accordance with the Contract and to the Customers satisfaction.
6. General Maintenance of Equipment - The Customer shall be responsible for the safekeeping of the equipment and for its return in a clean, equivalent state to that as received.
7. Fuel - The Customer must ensure that the correct fuel is used in the equipment and shall be solely responsible for any damage caused by the use of the wrong fuel. Note: A full tank of the correct fuel will be supplied with the equipment at commencement of the contract , and the equipment should be returned with a full tank.
8. Breakdown
  - a) Any breakdown or unsatisfactory working of the equipment should be notified to the Owner as soon as possible. Any claim for breakdown time can only be considered from time of the notification.
  - b) The Customer will be responsible for all expenses involved arising from any breakdown, loss, or damage due to the Customers negligence or misuse of the equipment and for the payment of any loss of Owners revenue during the downtime period.
  - c) Unless otherwise agreed, no attempt to repair the equipment shall be made by the customer.
9. The customer shall at all reasonable times allow the owner access to the equipment for the purposes of inspection , routine maintenance, adjustment, or repair.
10. Notice of Accidents - If the equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the owner, with subsequent confirmation in writing.
11. Customers responsibility for Loss and Damage - During the contract period, the customer shall make good to the Owner all loss or damage to the equipment from whatever cause, fair wear and tear excepted, and shall also fully indemnify the Owner in respect of all claims by any person whatsoever for injury to persons or property caused by or arising out of the use of the equipment and in respect of all costs and charges therewith arising under statute or common law. The customer shall be responsible for insuring the equipment under an All- Risk Physical Damage policy including theft of the equipment. The equipment shall be insured at replacement value which can be advised upon request.
12. The Client shall obtain all and any required licences / permits.
13. The customer shall not sublet, lend or move the equipment from the place it was delivered without prior consent from the owner.
14. Charges shall apply from time of loading the equipment to time of unloading upon return. Adequate notice (normally 12 hrs) is required for notification of termination of the contract period.
15. Acceptance of the equipment/services on site constitutes acceptance of these Terms and Conditions.
16. Payment terms are as per the "charges" sheet. Any deposit required is in addition to the contract charges and will be returned in full provided the equipment is returned in a satisfactory condition in accordance with Cl. 6 above.
17. Protection of Owners Rights.
  - a. The customer shall not hire, sell , pledge , part with possession of or otherwise deal with the equipment and shall protect the same against distress ,execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.
  - b. Non compliance with these terms and conditions, default on payment or being a company which may go into liquidation, will deem it lawful for the owner to terminate any agreement and retake possession of the said equipment, and for that purpose to enter any premises where the equipment may be. Such action shall not affect the right of the owner to recover any monies due from the customer under any contract.