



**These Terms and Conditions apply to all Quotations and Contracts for Hire of Equipment from James Fisher and Sons Public Limited Company or any subsidiary or related company within the James Fisher Group**

**These Terms and Conditions for Hire of Equipment are in addition to and must be read in conjunction with James Fisher and Sons Public Limited Company General Terms and Conditions for Sale, Hire or Provision of Services**

**B1. Hire of Equipment**

B1.1 The Company's Quotation is subject to the availability of the relevant Equipment.

**B2. Delivery of the Equipment**

- B2.1 Unless otherwise agreed in Writing, delivery of the Equipment shall take place at the Company's Address.
- B2.2 The Company will use its reasonable efforts to ensure delivery of the Equipment on or around the Estimated Date of Delivery. However, any dates specified by the Company for delivery of the Equipment are intended to be an estimate only and time for delivery shall not be made of the essence of the Contract, and if no dates are so specified, delivery will be within a reasonable time.
- B2.3 The Customer shall pay the cost of and, if required by the Company, make all arrangements for delivery of the Equipment from the Company's Address to the intended place of operation at the beginning of the Hire Period and from the place of operation to the Company's Address, or such other address as may be agreed in Writing, at the end of the Hire Period.
- B2.4 When the Equipment is to be despatched from, and returned to, the Company's Address the Company shall be responsible for loading the Equipment onto the delivery vehicle at the beginning of the Hire Period and unloading the Equipment from the delivery vehicle at the end of the Hire Period. The Customer shall be responsible for all other loading and unloading throughout the Hire Period.
- B2.5 The Customer shall at its expense provide free and suitable access to the intended place of operation, including removal and reinstatement of local obstructions, for the delivery, servicing and collection of the Equipment.
- B2.6 The Customer shall ensure that the intended place of operation is suitable for the positioning and operating of the Equipment and shall protect, cover or reinforce as necessary any surface or other parts of the intended place of operation liable to be damaged in the course of moving or operating the Equipment. The Customer shall be solely responsible for and shall indemnify the Company in full against all claims for damage to the place of operation or surrounding area.
- B2.7 The Equipment shall be deemed to have been received in good order unless written notice to the contrary is received by the Company within three (3) days of delivery of the Equipment.

**B3. Operators**

- B3.1 When a qualified operator is supplied by the Company with the Equipment:
- B3.1.1 the Company shall supply a person who it considers to be competent in operating the Equipment;
- B3.1.2 the Customer shall not permit any other person to operate the Equipment without obtaining prior consent in Writing from the Company.
- B3.2 Any operator of the Equipment supplied by the Company shall be under the exclusive control of the Customer and the Customer shall not be entitled to make any claim against and shall indemnify and hold the Company harmless against all claims arising out of any such operator's act, accident, negligence, default or omission whilst under the Customer's exclusive control.
- B3.3 The Company's costs, charges and expenses relevant to the provision of a qualified operator shall be specified separately for each Contract.

**B4. Customer's Obligations**

- B4.1 During the Hire Period the Customer shall, at its own expense:
- B4.1.1 comply with all laws and regulations relating to the use of the Equipment including health and safety requirements and shall use or permit the use of the Equipment only in accordance with relevant operating and safety instructions, including without limitation, any supplied with the Equipment. Any typographical, clerical or other error or omission in such instructions shall be subject to correction without any liability on the part of the Company;
- B4.1.2 ensure that the Equipment is operated properly and safely with due care and skill at all times by suitably competent, qualified, experienced and instructed personnel;
- B4.1.3 fully acquaint itself with the appropriate manufacturers' guidelines and not use or permit the use of the Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear in accordance with such guidelines;
- B4.1.4 ensure that the Equipment remains safe, serviceable and clean;
- B4.1.5 ensure that the Equipment undergoes daily routine maintenance, including, but not limited to, maintenance of the correct levels of all lubricants and other fluids;
- B4.1.6 ensure that all fuel and lubricants used in respect of the Equipment shall be of suitable grade and quality for use with the Equipment.
- B4.2 Additionally the Customer shall:
- B4.2.1 not make any alterations or modifications to the Equipment;
- B4.2.2 take all reasonable steps to keep itself acquainted with the state and condition of the Equipment;
- B4.2.3 not operate the Equipment in an unsafe or unsatisfactory state;
- B4.2.4 ensure that when the Equipment requires the fitting or re-fitting of any accessory (which term includes but is not limited to drills, wheels, discs and blades), that only accessories supplied by the Company are utilised



- and that any such accessory is correctly fitted or re-fitted in a manner so as not to damage the Equipment or render it unsafe;
- B4.2.5 immediately notify the Company of any malfunctioning of the Equipment and the Customer shall not carry out any repair to the Equipment without obtaining authorisation from the Company in Writing;
  - B4.2.6 immediately notify the Company if the Equipment is involved in any incident or accident resulting in damage to the Equipment or to other property or injury to any person and immediately cease using the Equipment if there is any possibility that it or a defect with it was responsible for such incident or accident;
  - B4.2.7 ensure that the Company, and any person authorised by it, shall at all reasonable times have full access to the Equipment and facilities for inspecting, testing, adjusting, repairing and replacing same.
  - B4.2.8 not remove, deface or cover up any name-plate or identification mark or number on the Equipment nor put any mark on the Equipment which might indicate or suggest that the Equipment is not the property of the Company;
  - B4.2.9 not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment except with the written consent of the Company;
  - B4.2.10 protect the Equipment against distress, execution or seizure.
- B4.3 The Customer shall indemnify the Company against any loss or damage to the Equipment or otherwise which it may suffer as a result of the Customer failing to comply with its obligations under this clause B4.

**B5. Price and Payment**

- B5.1 Unless otherwise agreed, the Price being the hire charges shall be calculated on a daily basis using seven (7) days to the week throughout the Hire Period.
- B5.2 The full contracted hire rate will be charged for the full Hire Period irrespective of the actual time during which the Equipment was in operation.
- B5.3 In the event of a breakdown of the Equipment otherwise than as a result of breach by the Customer of its obligations under these Terms and Conditions, no hire charges will be made to the Customer from the time when the Customer first notifies the Company in Writing that such breakdown has occurred.
- B5.4 No allowance will be made for stoppages resulting from the Customer's misuse, negligence or misdirection or other causes outside the Company's control.

**B6. Title and Risk**

- B6.1 The Equipment is deemed to be the Customer's responsibility throughout the Hire Period and without limiting its responsibilities under the Contract, the Customer shall insure against any damage, loss or injury which may arise from its possession or use of the Equipment which may occur to any property including the Equipment or any person for which it may be responsible or liable.
- B6.2 Notwithstanding clause B6.1, no title or right in the Equipment shall pass to the Customer at any time.
- B6.3 The Customer shall return the Equipment to the Company on completion of the Hire Period in the same condition as at the commencement of the Hire Period, fair wear and tear excepted.
- B6.4 During the Hire Period the Customer shall make good to the Company all loss of or damage to the Equipment from whatever cause the same may arise.
- B6.5 In the event that the Equipment is damaged during the Hire Period, hire charges shall continue during any repair period. If repair or rectification of damage is necessary at the place of operation, the charges for labour, materials, travel and shipping will be payable by the Customer in full.
- B6.6 In the event that the Equipment is lost, stolen or damaged beyond economic repair during the Hire Period, the Customer shall pay to the Company the full current new price of the Equipment.