



Autoclave

TERMS & CONDITIONS FOR THE HIRING OF PLANT

1. DEFINITIONS

- (a) The 'Owner' is the Company, firm or person letting the Plant on hire and includes their successors, assigns or personal representatives.
- (b) The 'Hirer' is the Company, firm or person, Corporation or public authority taking the Owners Plant on hire and includes their successors or personal representatives.
- (c) The 'Plant' covers all classes of Plant or machinery, equipment and accessories therefore which the Owner agrees to hire to the Hirer.
- d) A 'day' shall be 8 (eight) hours unless otherwise specified in the Contract
- (e) A 'week' shall be 40 (forty) hours within 7 (seven) consecutive days unless otherwise specified in the Contract
- (f) A 'month' shall be a calendar month or part thereof unless otherwise specified in the Contract.
- (g) An 'autoclave' is Plant consisting of a pressure vessel(s), control system and ancillary equipment.
- (h) A 'pressure vessel' is a device constructed to the requirements of the Pressure Equipment Directive 2014/68/EU
- (i) The hire period shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or equal.

2. EXTENT OF CONTRACT

No conditions other than specifically set forth in the Contract herein shall be deemed to be incorporated in or to form part of the Contract.

3. ACCEPTANCE OF PLANT

Acceptance of the Plant on site implies acceptance of all terms and conditions herein unless otherwise agreed.

4. WARRANTY

The Owner warrants that the Plant will be of satisfactory quality. Except as expressly provided in this Contract, all warranties, conditions and other terms implied by statute or common laws (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by laws, excluded from this Contract.

5. UNLOADING AND LOADING

The Hirer shall be responsible for unloading and loading the Plant at site and any personnel supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer unless otherwise specified.

6. DELIVERY IN GOOD ORDER AND MAINTENANCE

- (a) Unless notification in writing to the contrary is received by the Owner from the Hirer within 3 (three) working days, of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination. In accordance with the terms of the Contract and to the Hirer's satisfaction, the periods above stated shall be calculated from date of completion of the installation of the Plant.

The Hirer shall be responsible for its safekeeping, use in a workman-like manner within the manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).

- (b) The Hirer shall when hiring Plant take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant be continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accident whether directly or indirectly arising therefrom.

7. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

8. BREAKDOWN, REPAIRS AND ADJUSTMENT

- (a) Any breakdown or 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 the notification.
- (b) The Hirer shall not repair the Plant without the written authority of the Owner.

(c) The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence or misuse of the Plant, or failure to maintain, whether by the Hirer or his servants and for the payment of hire at the appropriate rate during the period the Plant is necessarily idle due to such breakdown or damage.

(d) In the event of a breakdown the Owner will make every effort to attend site to repair within 24 hours; Monday to Friday. If the Hirer requires the owner to attend site sooner (e.g. the same day or evening), then the Hirer must pay for labour at the current rate prevailing.

(e) The Owner is not responsible for any consequential losses or loss of production in the event of a major breakdown and in the event of non-availability of spares from the manufacturer, the Owner may supply a back-up machine at the Owner's discretion. Reasonable delivery and installation charges may apply.

(f) The Owner shall not be liable to the Hirer in connection with the supply of the Plant for any other losses, costs, claims, damages, liabilities or expenses arising to the Hirer either direct or indirect (including negligence) or otherwise however arising all of which are fully excluded.

(g) Where the owner repairs or replaces the Plant or part thereof where the cause has arisen from the abuse or damage to the Plant by the Hirer and/or where it is otherwise not obliged to under this Contract, the Hirer will be liable for the cost of the repair or replacement and its installation at the Owner's standard rate at the time.

9. LIMITATIONS OF LIABILITY

9.a LOSS OF USE OF OTHER PLANT DUE TO BREAKDOWN

Each Item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are hired together as a unit, such item shall be deemed a unit for the purpose of the breakdown.

9.b Without prejudice to the following clauses, the liability of the Owner whether in contract, tort (including negligence) misrepresentation or otherwise for any loss or damage suffered by the Hirer as a result of any breach of the Contract, any delay, defect or other failure in relation to the Plant, and or the installation of the Plant shall be limited to the refund of the total sums that have been paid the Hirer in respect of the rentals of the Plant since notification of the relevant defect in the Plant or the Rentals that would have been due in respect of the rental period under the Contract whichever is greater.

- 9.c The Hirer shall not be liable for any loss or damage arising from the Plant, its installation or the Plant having been tampered with, modified, repaired, installed by a third party (except by persons expressly authorised by the Owner) or where it has been the subject of misuse or accident.
- 9.d The Owner shall not be liable for a breach of clause 4 if such breach arises from the Customer's failure to follow the Owner's oral or written instructions as to the storage, use or maintenance of the Plant, fair wear and tear, or use in an environment or for a purpose for which the Plant was not designed or intended by the Owner.
- 9.e The Owner shall not in any circumstances be liable whether in contract, tort (including negligence) or otherwise for any loss of profits, business or revenues, loss of contracts, loss of business opportunity, loss of goodwill or damage to reputation or for any special, indirect or consequential loss in any case whether suffered by the Hirer or any other person as a result of any breach of Clause 4 and the parties agree that the categories of loss as referred to at this clause shall be distinct and severable.
- 9.f The Owner shall have no liability in respect of but not limited to the Owner's inability to use or errors in the functioning of the Plant which are attributable to operator error, provision of incomplete and/or incorrect information by the Owner (including its authorised users of the Plant) power failure, or malicious interference.
- 9.g Nothing in this contract shall limit the Owner's liability for personal injury or death resulting from its negligence.

10. CONSEQUENTIAL LOSSES

Save in respect of the Owner's liability if any under Clauses 6 and 8, the Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising through any cause beyond their control.

11. HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE

- (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of Clauses 6 and 8 of this agreement.
- (b) During the continuance of the hire period the Hirer shall, subject to the provisions referred to in sub paragraph (a), make good to the Owner all loss of, or damage to, the Plant from whatever cause the same may arise, wear and tear excepted, and except as provided in Clause 8 herein, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or 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. In the event of loss or damage to the Plant, hire charges shall be connected at

normal hire rates until settlement has been effected.

- (c) Notwithstanding the above the Owner shall accept liability for damage, loss or injury due to arising:
- (i) Prior to delivery of any Plant to the site of the Hirer where the Plant is in transit by the transport of the Owner or as otherwise arranged by the Owner.
 - (ii) During the installation of any Plant, where such Plant requires to be completely installed on the site, always provided that such installation is under the exclusive control of the Owner.
 - (iii) During the dismantling of any Plant, where such Plant requires to be dismantled after use prior to removal from site, always provided that such dismantling is under the exclusive control of the Owner.
 - (iv) After the Plant has been removed from the site and is in transit on to the Owner by transport of the Owner or as otherwise arranged by the Owner.
 - (v) It is the Hirer's responsibility to decontaminate the autoclave before It is worked on by a Service Engineer or other persons nominated by the Owner.
 - (vi) It is the Hirer's responsibility to carry out the Maintenance tasks as described In the Operator's Manual for the autoclave.
 - (vii) It is the Hirer's responsibility to maintain a Preventative Maintenance Contract with the Owner.

12. NOTICE OF ACCIDENTS

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

13. REHIRING, ETC

The Plant or any thereof shall not be rehire, sub-let or lent to any third party without the written permission of the Owner.

14. CHANGE OF SITE

The Plant shall not be moved from the site to which it was delivered or consigned

without the authority of the Owner, such authority to be confirmed in writing.

15. RETURN OF PLANT FOR REPAIR

If during the hire period the Owner decides that urgent repairs to the Plant are necessary they may arrange for such repairs to be carried out on site or at any location of their nomination. In that event the Owner shall be obliged to replace the Plant with similar Plant if available, the Owner paying all transport charges involved. In the event of the Owner being unable to replace the Plant they shall be entitled to determine the Contract forthwith by giving notice to the Hirer. If such determination occurs:

- (a) Within six months from the commencement of the hire the Owner shall pay all transport charges involved, or,
- (b) More than six months from the commencement of the hire the Owner shall be liable only for the cost of reloading and return transport.
- (c) In the case of new equipment, the cost of any repairs will be covered by the Manufacturer's own warranty.

16. BASIS OF CHARGING

- (a) Where necessary the Hirer shall render to the Owner for each working period an accurate statement of the number of hours the Plant has worked or alternatively the Hirer shall at all reasonable times allow the Owner, or his Agents access to the Plant to record the hours run by the equipment.
- (b) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults except where breakdown is due to the Hirer's misuse, misdirection or negligence or where required services supplied by others are not available.
- (c) Breakdown time shall be allowed for not exceeding 8 hours each day on Monday to Friday less the actual daily hours worked.
- (d) Plant shall be hired out at 'per week' or 'per hour' or 'per month' for a minimum period, for a day of 8 hours or for a week of 40 hours or such other period as may be mutually agreed between the Owner and the Hirer
- (e) Notwithstanding any other provision in this Contract all payment payable to the Owner under this Contract shall become due immediately upon termination of this Contract howsoever arising.
- (f) The Hirer shall make all payments due under this Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Hirer has a valid court order requiring an amount equal to such

deduction to be paid by the Owner to the Hirer.

(g) Without prejudice to any other rights the Owner may have if the Hirer fails to pay any sum due pursuant to this Contract or on the due date or at all notwithstanding delivery of a written reminder to the Hirer, then the Owner may charge in addition to the amount overdue.

1. Interest (both before and after any judgement) on the amount unpaid at the rate specified under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of payment
2. An administration fee of £25.00 per month or part month from the due date unto the date of payment
3. The cost of time spent pursuing payment and any travelling expenses incurred and
4. The amount of all legal costs incurred by the Owners in connection with the recovery or attempted recovery of the whole or part of any such monies due (on a full indemnity basis) whether or not proceedings are commenced or costs can be awarded by the Court.
5. Immediately and without notice to recover the Plant, and the Hirer hereby authorises the Owner to enter upon the Hirer's premises by its servants and/or agents for that purpose.

17. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance at the rate of one-fifth of the agreed weekly rate or one-twentieth of the agreed monthly rate will be made for each full working day broken down, calculated to the nearest half working day. No allowance will be made for breakdowns on Saturday or Sunday.

18. PLANT HIRED BY THE WEEK OR THE HOUR FOR A MINIMUM OF 40 HOURS PER WEEK

If no breakdown occurs, the full hire for the minimum period in the contract will be charged and an additional pro-rata charge will be made for the hours worked in excess of such minimum period. The stipulated minimum number of hours can be worked at any time during the minimum period of a week. Allowance will be made for breakdowns up to 8 hours providing always that where the actual hours worked are in excess of the minimum period less breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time.

19. LATE PAYMENT

If Hirer fails to pay an amount to the Owner when due hereunder then the Hirer shall pay to the Owner interest compounded monthly for each day on which any payment is overdue and paid at a rate equivalent to 3 per cent per annum above LIBOR from time to time.

20. COMMENCEMENT AND TERMINATION OF HIRE

The hire period shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or equal, but an allowance shall be made of not more than one days hire charge each way for travelling time. If the Plant be used on day of travelling full hire rates shall be paid for the period of use of the day. If more than one day be properly and unavoidably occupied in transporting the Plant, a hire charge at normal rates shall be payable provided that where Plant is hired for a total period of less than one week, the full hire rate shall be paid from the date of dispatch to the date of return to the Owner's named depot or equal.

21. NOTICE OF TERMINATION OF CONTRACT TERM, TERMINATION AND ASSIGNMENT

A. Subject to earlier termination pursuant to clause 22b this contract will endure until the expiry of the hire period and shall be renewed automatically thereafter for successive 12 month periods (each such period being a Renewal period unless or until terminated by either party on giving to the other at least three months' written notice to expire at the end of the rental period or any renewal period, subject always to the Contract being terminated earlier in accordance with its terms (e.g. on account of breach)

B. This Contract will automatically terminate if the hire period is terminated.

C. This Contract is personal to the Hirer and may not be assigned by the Hirer to any third party without the Hirer's prior written consent. The Owner or its successors and assigns shall be entitled to assign the Contract to any third party.

22. OWNER'S NAME PLATE

The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the name plate indicating that it is his property.

23. GOVERNMENT REGULATIONS

The Hirer will be responsible for compliance with relevant regulations issued by the Government or local Authorities, including regulations under the Factories Acts, Health and Safety at Work etc., should they apply. The Hirer shall be responsible for the provision of statutory inspections of the pressure vessel and pressure system. The Hirer shall inform the Owner of the date and time of such inspections so as to coordinate the provision of a Service Engineer to open the pressure vessel as required for the statutory inspection.

24. PROTECTION OF OWNER'S RIGHTS

- (a) The Hirer shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under Clause 13 and shall protect the same against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition.
- (b) If the Hirer makes default in punctual payment of all sums due to the Owner for hire of Plant or other charges or shall fail to observe and perform the terms and conditions of this contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a members voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owners rights in the Plant may prejudiced or put in jeopardy, this agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or like nature), and it shall thereupon be lawful for the Owner to retake possession of the said Plant and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the contact or damages for breach thereof.
- (c) The Hirer shall throughout the hire period at its own expense insure the Plant with a reputable Insurance company against all loss or damage.

25. ARBITRATION

If during the continuance of the Contract or at any time thereafter any dispute, difference or question shall arise between the Owner and the Hirer in regard to the contract or the construction of these conditions or anything therein contained or the rights or liabilities of the Owner or the Hirer such dispute, difference or question shall be referred pursuant to the Arbitration Acts 1996 as the case may be or any statutory modification thereof, to a Sole Arbitrator to be agreed by the Owner and the Hirer failing agreement to be appointed at the request of either the Owner or the Hirer by the President for the time being of the Institute of Mechanical Engineers.