



## **Addendum to Vp plc - HIRE CONDITIONS**

### **(Applicable to Overseas Operations)**

This Addendum is supplemental to the Vp plc Hire Conditions which comprises of The Construction Plant Hire Association model conditions for the hiring of plant and the Vp plc Terms of Payment and Special Conditions (the "Hire Conditions") and applies solely in relation to all Overseas Operations.

In the event of any conflict or inconsistency between this Addendum and the Hire Conditions then terms contained in this Addendum shall prevail.

#### **1. PLANT HIRED ON THE BASIS OF A 7 DAY WEEK**

All Plant is hired on the basis of a seven day week. The full daily rate will be charged on a daily basis, except in the case of breakdown of any Plant for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average working day. Hire charges shall apply for Saturday and/or Sunday.

#### **2. INDEMNITY**

In addition to the indemnities contained within the Hire Conditions, the Hirer shall extend to the Owner the benefit of any indemnities contained within any contract or agreement between the Hirer and any other party, which are for the benefit of Owner or the Hirer.

#### **3. PRICES AND RATES**

Airpac Rentals would prefer to be paid in GBP, however, we are prepared to invoice in USD but reserve the right to fluctuate the value of the invoice in line with currency exchange rates at the time of invoicing.

Prices and rates stated are valid from the commencement of the hire period and for the agreed contract period unless varied by mutual agreement. Thereafter the Owner may vary the prices and rates by giving one month's notice in writing.

#### **4. TAXES**

The Hirer is responsible for the payment of any and all taxes, including but without limitation any local taxes or withholding taxes which may be imposed.

#### **5. AREA OF OPERATION / EQUIPMENT SPECIFICATION**

The Plant must only be operated in the locations/territory agreed in the Contract, unless the prior written consent is obtained of the Owner who may increase the prices and rates for any additional or alternative locations/territory.

The Plant is certified and approved for operation in the UK and/or UK continental shelf. It is the Hirer's responsibility to ensure that certification and approval is obtained and that any local requirements are met in relation to operation of the Plant outside of the UK and the UK continental shelf.

#### **6. PREPARATION FOR HIRE**

The Hirer shall give the Owner adequate notice of the intended commencement of the hire period to enable the preparation and pre-delivery service and inspection. The Owner strongly recommends that a representative of the Hirer inspects and accepts the Plant before the commencement of the hire period.

#### **7. SERVICE AND MAINTENANCE NON-OPERATED EQUIPMENT**

The Hirer shall be responsible for the supply of all fuel and lubricating oils which may be required.

The Hirer shall ensure that all service and maintenance shall be carried out to the manufacturer's recommendations, with documentary evidence of any such work being forwarded to the Owner on a regular basis and promptly following a request by the Owner to see such documentation.

The Hirer shall be responsible for attending to all breakdowns. If requested by the Hirer, the Owner may supply service engineers, which will be charged at the prevailing rates at the time of the requirement. Alternatively upon request, the Owner may consent to work being carried out by approved manufacturer's agents.

Service kits appropriate to the intended duration of the hire period are available from the Owner on a sale or return basis at the prices and rates quoted by the Owner.

Additional items and spare parts for the Plant may be supplied to the Hirer at documented cost price plus 10%.



**8. SERVICE AND MAINTENANCE OWNER OPERATED EQUIPMENT**

The Hirer shall be responsible for the supply of all fuel and lubricating oils which may be required.

The Owner shall be responsible for all service and maintenance and attending to breakdowns as required.

**9. MAJOR REPAIRS NON-OPERATED EQUIPMENT**

In the event of a major breakdown or work which is impractical to complete on site, the Plant must be returned to the nearest Airpac Rentals facility for repair assessment. Subject to confirmation and availability, the Owner may mobilise replacement Plant. All transportation costs associated with such repairs shall be the responsibility of the Hirer.

**10. RECERTIFICATION**

Where the hire period exceeds the validity of certification, all costs in the recertification of the Plant shall be charged to and paid for by the Hirer.

**11. LONG TERM HIRE**

It is the responsibility of the Hirer to return the Plant to the Owner in sound condition appropriate to the period of use. Excess hours worked, missing items or damage to the equipment will be charged and become due accordingly.

**12. INSURANCE**

The Hirer shall supply the Owner with valid insurance certificates and documentation confirming comprehensive insurance cover for the Plant in good time prior to the commencement of the hire period.

**13. TRANSPORT**

The Hirer shall be responsible for all costs and arrangements associated with mobilisation and demobilisation of the Plant including craneage, transportation, customs charges, import export taxes and duties, permits and the like.

**The Hirer hereby accepts and agrees to be bound by the terms and conditions of this Addendum in addition to the terms and conditions of the Hire Conditions**

Hire Conditions accepted for and on behalf of .....

Duly Authorised Signatory .....

(Print name) .....

Date .....