

PLANT HIRE CANCELLATION AND ESTABLISHMENT FEE CLAUSE

Eagle Vision Association (Pty) Ltd t/a **Orange Plant Hire**

MACHINE ACCEPTANCE, CANCELLATION AND RE-ESTABLISHMENT POLICY

EVA
ORANGE
PLANT HIRE



1. INTRODUCTION

By accepting the quotation, purchase order, or delivery of any plant and equipment supplied by Eagle Vision Association (Pty) Ltd trading as Orange Plant Hire, the Client acknowledges that the machine's age, condition, specifications, photographs, and operational status have been disclosed prior to deployment.



2. ORANGE PLANT HIRE COMMITMENT

Orange Plant Hire undertakes to supply equipment that is operational, fit for purpose, and accompanied by a suitably qualified and certified operator where applicable.



3. CLIENT CANCELLATION LIABILITY

Should the Client cancel, remove, replace, reject, or discontinue the use of the equipment after the machine has been dispatched, delivered to site, mobilized, or commenced operations, for any reason other than a verified mechanical breakdown or failure attributable to Orange Plant Hire, the Client shall remain liable for:

- The full establishment and transportation costs incurred for delivery of the equipment to site.
- The full demobilization and re-establishment costs for removal of the equipment from site.
- The minimum daily hire charge applicable to the equipment for the day on which the cancellation occurs, regardless of the number of hours worked.
- Any operator costs, standby costs, permits, accommodation, transport, or related expenses incurred as a result of the deployment.
- Any additional costs incurred by Orange Plant Hire arising from the premature cancellation of the hire agreement.



4. ACCEPTANCE OF DISCLOSED EQUIPMENT CONDITION

Where the Client has been provided with photographs, machine specifications, condition reports, or any other information relating to the equipment prior to deployment, such information shall be deemed accepted unless objections are raised in writing before the machine is dispatched to site.

Cancellation, rejection, or replacement of equipment due to factors that were disclosed and accepted prior to deployment shall not relieve the Client of the obligations contained in this clause.