GOVERNMENT OF PITCAIRN ISLANDS
EQUIPMENT HIRE POLICY

DEFINITIONS

1. GPI - (The Government of Pitcairn Islands)
2. Equipment - GPI Assets such as:
   o Plant - (tractors, loader, excavators, bulldozer and the like)
   o Small Plant - (chainsaws, brush cutters, mowers, welders and the like)
   o Tools - (hand tools, electrical tools and the like)
   o Vessel - (longboats, Stabi-craft and the like)
3. Usual Operator
   A person approved to use GPI property and uses that item as a primary GPI employee.
4. HOD - (Head of Department, Department Manager and the like)
5. GT - (Government Treasury)
6. EHR - (Equipment Hire Record)
7. EHA - (Equipment Hire Agreement)
8. EHI - (Equipment Hire Inventory)
9. EIC - (Equipment Inspection Checklist)
10. Reasonable wear and tear
   Reasonable wear and tear is only the normal deterioration of equipment caused by ordinary and reasonable use in an 8 hour day/40 hour week.

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INTRODUCTION
The policy outlines the procedures that must be followed to hire GPI Equipment and specifies the available equipment for hire.

OBJECTIVE
The objective of this policy is to ensure the hire of GPI Equipment is accurately managed to ensure minimum damage and misuse of equipment occur and the maintenance cost is recovered including fuel cost where applicable.

POLICY
The hire of GPI equipment is permitted only with the following conditions:

1. Hire
   1.1. Hire must be in accordance with this policy and all related documentations.
   1.2. The Hirer must hold a valid hire account with GPI.
   1.3. Hire fee will be charged to the hirers account.
   1.4. The Hirer must obtain individual approval from the relevant HOD to hire all items listed in the EHI.
   1.5. If intending to self-operate, the Hirer must hold a valid GPI Operator’s licence to operate such equipment as specified in the EHI. (Equipment Safety Practices to be developed)
   1.6. The Hirer must contact the appropriate HOD or Division Manager to arrange for the hire of all GPI equipment specified in the EHI.
   1.7. The Hirer must return the equipment in the same condition (Reasonable wear and tear accepted).
   1.8. The Hirer must follow all operational guidelines provided with equipment.
   1.9. The equipment inspection checklist must be completed prior to each hire together with the hirer and the relevant HOD.
   1.10. The Hirer must follow all safety practices while operating all hired equipments. (Equipment Safety Practices to be developed)
   1.11. The Hirer shall not use or permit any hired equipment to be used for any abnormal or hazardous work without written approval from GPI.
   1.12. The Hirer must allow GPI to enter the Hirer’s premises at all reasonable times to inspect the condition of the hired equipment.
   1.13. GPI may take possession of the equipment at the Hirers expense if the equipment is used in violation of the law or if there has been a breach of any terms or conditions of this policy and related documentations.
2. **Hire Period**

2.1. The hire period will commence when the equipment passes from the possession of GPI.
2.2. The signature of the Hirer on the EHA shall be proof of the passing of possession and acceptance of the conditions of hire.
2.3. The hire period will continue until the equipment is returned back to GPI or the keys of GPI machineries are returned.
2.4. If an hourly hire rate is charged by GPI, hire charges are billed to the Hirer for each hour until the equipment is returned.
2.5. If a term hire rate is charged by GPI, hire charges are billed to the Hirer for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the hire charges shall continue on a full term basis for any additional term until the equipment is returned.
2.6. All hired equipment must be returned back to the Division/Department at the completion of hire.
2.6.1. Approval may be granted by the HOD to leave Track Machinery at agreed locations.

3. **Equipment**

3.1. The equipment on hire shall remain the absolute property of GPI.
3.2. No equipment is to be hired out without the usual operator unless specified in the EHI.
3.3. The equipment specified in the EHI is available for hire if it does not affect GPI Department’s usual operations.
3.4. Should the equipment in the EHI be unavailable at the time of hire, the Hirer will be notified on the availability of the equipment.
3.5. Equipment should be booked in advance if possible with the relevant Departments to ensure availability.
3.6. Equipment not specified in the EHI may not be permitted for hire.
3.7. The equipment must not be used in a dangerous manner.
3.8. The equipment (Plant) must not be used for the carriage of any greater load other than what the vehicle was signed and constructed.

4. **Lost or Damage to Equipment**

4.1. Throughout the period of hire the Hirer shall be responsible for the safe keeping of the equipment and may be liable to GPI for the loss of or damage to the equipment.
4.2. GPI will not be responsible for any defects or deficiencies unless a specific note has been made on the EIC and such note has been signed by GPI.
4.3. The Hirer must report within 48 hours any incident involving loss of or damage to the equipment.
4.4. The Hirer may pay to GPI the costs incurred by carrying out repairs to damaged equipment caused by the Hirer during hire.
4.5. The Hirer may pay to GPI the cost of replacing any lost equipment which has been lost by the Hirer during hire.
4.6. The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment unless authorised by GPI.
5. **Costs**

5.1. Costs relating to third party property or equipment damage are not included in the hire rates.

5.2. The Hirer is responsible for, and authorisation is given to the Treasury Office to debit the charge code provided with the following charges:

5.2.1. The hire charges specified.

5.2.2. Loss or Damaged caused by the Hirer - *(Reasonable wear and tear excluded)*

5.2.3. Failure to maintain fuel levels of the equipment;

5.2.4. Cleaning requirements.

6. **Cleaning Fee**

6.1. A cleaning fee may be applied on items returned unclean.

7. **Payment**

7.1. Payment of any monies payable to GPI in respect of any agreement between the Hirer and GPI shall be made to the GT Office.

7.2. Hire fee must be paid at the beginning of each month or earlier through the GT Office.

7.3. GPI may terminate the Hirers account upon the failure of the Hirer to make hire payments when due.

8. **Usual Operator**

8.1. The usual operator must operate all hired equipment specified in the EHI.

8.2. Lost or damage to equipment fees are excluded to the Hirer when equipment is hired with the usual operator.

8.3. GPI Usual Operators may charge the hirer the current hourly rate.

**REFERENCES**

*Sale and Use of Liquor, CAP.26, LIQUOR CODE, PART I – PRELIMINARY SECTION: 3, 4, 5, 6, 7.1, 7.2, 9.1, 9.2, 9.3, 9.4*

**RELATED DOCUMENTATION**

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