

General Conditions For Hiring Equipment

Definitions and Law

The contract is the document or documents that set out these Conditions with us. 'We' and 'us' mean the supplier of the hired Equipment 'You' means the person, firm, company or public body to whom we supply Equipment on hire. 'Equipment' means the hired items referred to in the Contract. These conditions exclude any Terms or Conditions you may have put forward, except where we have agreed to any amendments put forward in writing. These Conditions do not affect your statutory rights dealing as a consumer as defined by the European Community's (Unfair Terms in Consumer Contracts) Regulations 1995 or any statutory modifications of them. The contract will be governed by and interpreted with the laws of the Republic of Ireland.

Basis of Charging

You will pay the charges stated in the Contract Hire charges will begin at the time stated in the Contract and will continue until you have received an off-hire number. All time is chargeable including weekends and Bank Holidays. All charges are payable on demand. If payment is not made when due we are entitled to charge interest on the overdue amount. You will also pay to us charges we reasonably incur in the recovery from you of money or Equipment.

Delivery and Carriage Charges

Hire charges do not include carriage. You will pay to us any agreed charges for delivery and collecting of Equipment.

When the Contract comes into being

The Contract comes into being when you have placed your order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.

Safety and Instructions

It is your responsibility to ensure that all people that use the Equipment are properly instructed in its safe and correct use. You must ensure that the Equipment is not misused.

Responsibility of Hirer (Your responsibility)

You will be responsible for the loading, unloading and movement of the Equipment at the address specified by you. Your responsibility for the Equipment begins when you or your agent takes delivery of the Equipment. Your responsibility includes safe-keeping of the Equipment, protection against the elements, theft, vandalism or improper use. You are responsible for the return of the Equipment and making arrangements for collection. Your responsibility ends when you have our unqualified receipt for the Equipment. You must not sell or otherwise part with the control of the Equipment. You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the Equipment which is governed in separate Conditions below) arising out of the delivery, misuse, non-use, repossession, collection or the return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim, proceedings, death, personal injury or damage to or loss of property is due to our proven negligence.

Maintenance of Equipment, Breakdown Procedures and Accident Reporting

You must ensure that the Equipment remains safe, serviceable and clean. Any breakdown or unsatisfactory working of the Equipment must be reported to us. Do not attempt to repair or alter the Equipment without prior notice to and agreement with us. You must notify us if the Equipment is involved in any accident resulting in damage to the Equipment, to other persons or property.

Limits of our Liability

All times we state for delivery or collections are approximate. We will not be liable for any delays caused by any circumstances beyond our reasonable control. We will not be liable for loss of business, profits, savings you expected to make, wages, wasted money, fees or expenses due to late delivery, non-delivery, unsuitability, breakdown or stoppage of Equipment.

Insurance and Responsibility for Lost, Stolen or Damaged Equipment

You will pay us the replacement cost of any Equipment stolen, damaged or lost beyond economic repair. You are advised to insure the Equipment on this basis. You will hold in trust for us and pay on demand all monies you receive from an Insurance Company or from another source in settlement of any claim relating to the loss, theft or damage of any Equipment.

Non-return of any Lost, Stolen, Damaged or Unclean Equipment

You have full responsibility for the care and safekeeping and return in good order of the Equipment. You will pay us all costs we incur in rectifying any Equipment returned damaged or unclean. Where Equipment is lost, stolen or damaged beyond reasonable repair you will pay us the replacement cost of the Equipment.

Termination of Hire

We will be entitled at any time, if you break this Contract, to terminate the Contract and re-possess the Equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for Breach of Contract.

Our Right of Access

You authorise us to enter upon any land or premises where we reasonably believe any Equipment to be to test, inspect, repair, replace or repossess it.

Rights Reserved

Any failure by us to enforce any or all of these Conditions shall not amount to or shall not be interpreted as a waiver of any of our rights.

Separate Term Validity and Headings.

If any term in this Contract is held invalid this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.