

# Terms and Conditions

## General Conditions for the Hiring of Equipment

### DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "**We**" and "**Us**" mean the supplier of the hired equipment. "**You**" means the person, firm, company, corporation or public authority or body to whom we supply equipment on hire. "**Equipment**" means the hired items referred to in the Contract. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by current legislation. The Contract will be governed by and interpreted in accordance with Irish law

### BASIS OF CHARGING

Items for hire will be charged on a weekly basis as agreed

### DELIVERY AND CARRIAGE CHARGES

Hire charges do not include carriage.

### WHEN THE CONTRACT COMMENCES

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

### RESPONSIBILITY OF HIRER (Your Responsibility)

Your responsibility for the Equipment begins when you receive the Equipment. Your responsibility includes safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. Your responsibility ends only when the equipment has been returned or collected and you have our unqualified receipt for all of the Equipment.

### LOCATION OF EQUIPMENT

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorize.

### MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING

You must ensure that the equipment remains safe, serviceable and clean. Any breakdown or any problems with the Equipment must be immediately notified to us. Faulty goods will be inspected on site to determine the problem and will be replaced where necessary.

### **LIMITS OF OUR LIABILITY**

(i) All times which we state or quote for delivery or collection are approximate.

(ii) We will not be liable for any delays caused by any circumstances beyond our reasonable control.

### **INSURANCE AND YOUR RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT**

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

### **NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT**

(i) You have full responsibility for the care and safekeeping and return in good order of the Equipment.

(iii) Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

### **TERMINATION OF HIRE**

Termination of hire must be notified by calling us. We will then arrange for the collection of the equipment.

### **OUR RIGHTS OF ACCESS**

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

### **RIGHTS RESERVED**

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