



All hire is affected upon these conditions and no other conditions terms representations or warranties shall be incorporated unless otherwise expressly agreed or implied by law.

### 1. Hire Period

The term of the hire shall be for one week minimum and continue there after on a daily basis. At the end of the hire it is the Hirer's responsibility to inform the Owners of the termination of the hire by telephone, email or fax.

### 2. Hire Charges

The charges for rental shall be at the rates current at the commencement of the hire. Daily rates to be charged at one fifth of the weekly rate. At any time the Owner's reserve the right to alter rental charges giving at least one week notice.

### 3. Commencement and Termination of Hire

The hire commences on the day the equipment is collected by the Hirer from the Owner's premises or the day following dispatch from the Owner's premises and continues until and including the day the Hirer returns the equipment to the Owners' premises. It is the Hirers responsibility to inform the Owners of intentions to either terminate or extend the hire. The hire will terminate when the equipment is delivered to the Owners premises. Where equipment is being returned by Irish Rail Fast Track Service the hire will terminate when the equipment is collected by the Owners representative.

### 4. Delivery and Collection Charges

Charges will be made for delivery and collection of the equipment. Delivery within the Republic of Ireland may be made by an authorized courier who is agreed by the Hirer. On returning the equipment back to the Owners where the Hirer has requested collection from their premises the cost will be passed on to the Hirer. All packaging materials are chargeable if not returned or returned damaged at termination of hire. No equipment may be removed overseas unless the Owners prior agreement in writing has been obtained. It is the Hirers responsibility to arrange and pay for delivery and return of the equipment and to obtain appropriate insurance cover based on the full replacement value of the said equipment. In addition, the Hirer shall continue to pay hire charges at the standard rates to cover the period of any and all delays which may occur during transit for whatever cause in accordance with clause 4 above.

### 5. Acceptance Conditions

Acceptance of delivery of the equipment by the Hirer or his agent will be conclusive evidence that the said equipment has been examined and found to be complete in accordance with the manufacturer's description, in good order and condition, fit for any purpose for which it may be required and in every way satisfactory.

### 6. Indemnities

Any claim for damages by the Hirer against the Owners arising out of the Hirer's use of the equipment shall, subject to the Owners admitting liability or being found liable for such damages, be limited in amount to the total amount of the rental payments paid by the Hirer for the equipment to the Owners as at the date of the Owners receiving notification of any such claim. The Hirer shall be solely responsible for and hold the Owners indemnified against any loss or damage.

### 7. Hirer's Obligations

The Hirer agrees with the Owners during the continuance of the contract of hire as follows:

- (a) To keep the equipment at the delivery address and in the Hirer's own possession unless otherwise agreed in writing by the Owner. Not to allow the said equipment to be transferred to any country prohibited by the Department of Trade and Industry.
- (b) To permit the Owners or their authorized representative's at all reasonable times to enter the premises where the equipment is kept to inspect, maintain, repair and test the same.
- (c) To repay the Owners on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the Hirer including, but not byway of limitation, all costs, charges and expenses incurred in ascertaining the whereabouts of the equipment.
- (d) To keep the equipment in good condition and not subject to any misuse or wear and tear over and above that consistent with normal and reasonable [including but not limited to use conflicting with the equipment manufacturers' recommendations].
- (e) To preserve the Owners and manufacturer's identification numbers or mark or any name plate that there should be upon the said equipment.
- (f) To assume upon receipt of the equipment until returned to the Owners or the Owners appointed agent the entire risk of loss or damage to the equipment from any occurrence whatsoever. The Hirer undertakes to arrange at its own expense appropriate insurance cover with an approved insurance company.
- (g) To notify the Owners in writing immediately of any loss or damage to the equipment and on demand to reimburse the owners in respect thereof within 30 days of the occurrence. The Owners shall continue to charge the Hirer the full cost of hire for the equipment until such payment is received. The Hirer shall be liable for the full cost of replacing the equipment.
- (h) Not to sell, assign, let on hire or transfer the benefit of the hire contract in whole or in part or to part with possession of the said equipment or any part of it at any time during the hire. Not to make any alterations, modifications, or adjustments or attempt any repairs to the equipment. In the event of any breakdown or alleged defect in the equipment the Hirer shall give written notice to the Owners within 24 hours of the discovery of the alleged defect specifying the nature of the defect and shall make no further use of the equipment alleged to be defective after the time at which the Hirer discovers that it is defective.

## **8. Owners' Obligations**

The Owners will maintain the said equipment at no cost to the Hirer and will provide such service at the Owners premises during normal business hours save that the Hirer will be liable for the cost of any repairs necessary as a result of a breach of term 8. In the event of failure of any item of equipment whilst on hire, the Owners shall use their best endeavors to supply free of charge an identical or similar item of equipment within 24 hours of notification.

## **9. Conditions of Use**

The Hirer will in its use of the said equipment, observe all the manufacturer's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the said equipment through failure to observe such instructions or regulations or failure to use the same in a proper manner. The Hirer will also take all reasonable and practical steps to ensure its use of the said equipment conforms to the terms and conditions laid down in the Health and Safety at Work etc. Act 2005 or any subsequent governing legislation.

## **10. Payment Terms**

All hire charges including delivery charges are payable within 30 days of the invoice and interest may be charged on overdue accounts at 3% over Allied Irish Bank base rate.

## **11. Delivery**

All reasonable endeavors will be made to deliver the goods at the time and place required by the Hirer but no liability is accepted for any consequential loss arising from any failure so to deliver. Late delivery shall not entitle the Hirer to refuse to accept the goods.

## **12. Ownership**

The equipment is and shall remain the sole property of the Owners.

## **13. Default**

If the Hirer shall default in making any payment for any period in excess of thirty days or if the Hirer is in breach of these conditions of hire then the owners shall be entitled to terminate this agreement forthwith and enter upon the Hirer's premises and to remove the equipment without notice to the Hirer. The Owner is hereby indemnified by the Hirer in respect of all and any damage or loss to the Hirer or any third party resulting from the exercise by the Owners of its rights herein reserved. This shall include the Owners recovering all amounts outstanding and payable as a result of such action.

## **14. Warranty**

The Owners hereby warrant to the Hirer that at the commencement of the rental period the equipment complies with the manufacturer's description. The Owners shall not be responsible for any delays or failures in delivery of equipment or in making repairs, recalibration or replacement due to unavailability of parts or labor, strikes, delays in transportation or other causes beyond its reasonable control.

## **15. Performance**

Whilst application advice may be given no responsibility is accepted for incorrect results due to circumstances external to the equipment hired.

## **16. Software**

The following shall apply where software is supplied with the equipment:

- (a) The title to all software including programs and documentation furnished by the Owner shall be retained by the original manufacturer.
- (b) The Hirer is supplied the use of the software only for the rental term and the software shall be used only on the specific equipment with which it was supplied. Use of the software shall consist either of copying any portion of the program from storage units or media into the CPU or the processing of data with the program or both.
- (c) The Hirer may take up to two copies of the Owners supplied machine readable software for backup and archival purposes.
- (d) subject to the provisions of clause 17 [c] the Hirer shall not copy or duplicate or permit a third party to copy or duplicate in any manner any physical or magnetic version of the Owners supplied machine readable software.
- (e) The Hirer shall not copy or duplicate any printed materials related to any furnished with the Owners supplied machine readable software. Upon termination of the hire as defined in clause 4 above, the Hirer shall return to the Owners the original.

Owners supplied machine readable software, all copies thereof and all printer materials furnished with such software. The provisions of clause 17 (v) shall not apply if the Hirer has purchased user rights from the Owners for the Owners supplied software and has signed the original manufacturers software program license agreement for said software. In that event the Hirers rights and obligations upon termination shall be governed by the original manufacturer's software program license agreement. No licenses or rights are granted except as set forth herein or in the original manufacturer's software or program license agreement which the Hirer shall be required to sign on receipt and before using the software.

The software may not be assigned by the Hirer without the Owners prior written consent

## **17. V.A.T**

All prices quoted are exclusive of V.A.T, which will be charged at the rate in operation at the relevant tax point date.

## **18. Governing Law**

Any contract between the Hirer and the Owners shall be governed by and construed in accordance with the Laws of the Republic of Ireland and the Hirer agrees to be subjected to the jurisdiction of the Irish Courts.

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