

Conditions of Hire, Sales and Repair

1. Definitions and General

We, us = McCarthy Macroom Tool Hire Ltd.

You = the hirer or the buyer of the goods

Day = eight working hours. Week five working days.

Contract = this document which comes into effect when we accept your order. These conditions override any other terms and conditions unless agreed by us in writing. If you deal with us as a consumer these conditions do not effect your rights. This Contract will be governed by the laws of Ireland and the Irish Courts shall have jurisdiction.

2. Acceptance

(a) The Hirer's order whether oral or in writing, for the supply of Plant shall be constructed as an expressed acceptance of these Terms and Conditions of Hire, and in so far as any provision of the Hirer's said order be inconsistent therewith, these general Terms and Conditions of Hire shall be deemed to prevail.

(b) Any variation in the contract will be in writing.

(c) The hirer warrants to the Owner that no representatives have been made to him concerning the Plant and in particular its suitability for any purpose or for work in any particular place and that is entering into this contract the Hirer does not rely on any such representation and has satisfied himself independently upon all such matters, and accordingly the Hirer shall seek no relief in respect of any such representation and in particular shall bring no proceedings for misrepresentation.

3. Commencement of Hire

Subject to the other provisions of this contract, the owner shall supply the Plant on the delivery date and at the site stated overleaf. The period of hire should start on such delivery. Hire charges shall commence on delivery unless otherwise stated on the face of the contract. Responsibility or loss or damage to the Plant is accepted by the Hirer from the time the plant is delivered to the site until it is removed from the site by, or on the instruction of the Owner. This responsibility will also apply whilst the Plant is on the site during any period prior to commencement of the hire period or after its termination whilst the Plant is awaiting collection.

4. Hire Charges

You must pay the hire charges shown overleaf starting at the time of the Contract and continuing until we give you an off-hire number of a returns docket whichever is earlier. Charges are worked out on a weekly basis in accordance with the definitions above. You will be charged for Saturdays but not Sundays and Public Holidays.

5. Payment Terms

(a) Payment is on a cash on delivery basis. In the case of hire goods we may request and/or repeated open cheque(s) or credit card dockets from you which under this agreement you authorise us to complete for immediate payment.

(b) If we agree a monthly account you must pay all our invoices on the last day of the month following the month the goods were delivered.

6. Responsibility When Hiring Goods

(a) You must be sure that everyone that uses the goods is properly instructed in their correct and safe use. You are deemed to be fully conversant in the proper use and management of all tools hired and we are not responsible to give any coaching or instruction in respect of use or maintenance.

(b) You must load and unload the goods although we may be able to provide a member of staff to assist you.

(c) You are responsible for the goods once you receive them. You must protect the goods to include keeping them safe from weather, theft, vandalism or improper use. Your responsibility continues until we have given you either an off-hire or a returns docket. You must not sell or in any way give up control of the goods.

(d) You will be responsible for any death, injury, loss or damage caused by the goods being misused or carried incorrectly while they are hired by you.

(e) You must inform us in writing if you intend to move the goods to another location than that agreed with us.

8. Electrical Goods

If you need to change the plugs or sockets of the goods this must be done by a competent person and all goods must be returned in their original condition. You must make sure you have a suitable supply of electricity for the goods. Never use electrical goods that are not earthed correctly. You must comply with all regulations and standards that apply to the goods.

9. Sub-Letting

The hirer shall not without the consent of the Owners assign, sub-let, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant.

10. Maintenance, Breakdown procedures, Accidents

You must keep the goods clean and look after daily maintenance. Any breakdowns must be reported immediately. You must not repair the goods but return the goods to us and we will try to replace or repair them as soon as reasonably possible. If you return goods damaged or unclean you must pay our reasonable costs of repairing and/or cleaning. You must tell us immediately in writing if the goods are involved in any accident resulting in damage to the goods or other property, or injury to any person.

11. Limits of our Liability

(a) New goods are subject to manufacturers' warranty only. There are no guarantees and/or warranties when you buy second-hand goods.

(b) Time quoted for delivery or collection are approximate.

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

(d) We will not be liable for any indirect loss to include loss of business or profits, savings you expect to make, wages, fees or expenses caused by the breaking down of the goods or any part of them.

(e) Without prejudice to the provisions for payment herein before set out, the Hirer shall be fully liable to the Owner, for damages for any breach of the Contract howsoever arising.

12. Failure to Collect Goods for Repair

If you leave any goods into us for repair but fail to collect them with 6 months of having been notified that they are ready for collection the ownership of the goods will transfer to us.

13. Insurance, Payment for Goods Lost, Stolen or Damaged

If you fail to return hire goods to us when requested we will transfer the goods to a sale item and you will be charged the cost of replacing the goods. You should insure all goods for replacement costs.

14. Ending this Contract

We may end this contract if you fail to make payments or in any other way break this contract, become bankrupt, enter into an agreement with any creditor or if you are a company, you go into liquidation or have a receiver appointed. Ending this contract will not affect claims we may have to money owing to us or to the goods themselves.

15. Our Rights of Access

If we need to inspect, test, service, replace or repossess the goods then at any reasonable time and after reasonable notice we may enter any land or premises (other than your home) where we reasonably believe the goods to be. In the event that we need to repossess the goods you must pay our costs in recovering the goods from you.

16. Ownership of the Goods

We own the goods until you have paid for them in full. Until you have paid for all the goods received, you hold all goods supplied by us on trust from us. If you sell on any goods before you pay for them you must hold any money you receive for those goods in trust for us.

17. Separate Terms, Wavier

If any term of this contract cannot be enforced, this will not effect the remaining terms. A decision by us not to enforce any of our rights will not prevent us from enforcing those or other rights we may have at a later time.