

# GENERAL CONDITIONS FOR THE HIRING OF EQUIPMENT AND CONDITIONS OF SALE

## **1. 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, GT Phelan Ltd. "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.

## **2. BASIS OF CHARGING**

You will pay the hire charges stated in the Contract. Hire charges will begin at the time stated in the Contract and will continue during the period of hire until we have given you a collection or off-hire number, or until you have restored the Equipment to us in a clean and serviceable condition and we have given you a receipt for it. All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of Bank Of Ireland PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or Equipment.

## **3. DELIVERY AND CARRIAGE CHARGES**

Hire charges do not include carriage. You will pay to us any agreed charges for delivering or collecting Equipment. Where we quote carriage charges, these include only for the time required to load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.

#### **4. MAXIMUM PERIOD OF AGREEMENT (If you are not incorporated)**

If you are an individual or a partnership, or an unincorporated body of persons, the Contract will terminate not later than three months from the beginning of the period of hire. In such circumstances you must restore the Equipment to us before close of business on the day before the end of the three month period. If you fail to do this we will be entitled to charge you for any financial loss this causes us.

#### **5. WHEN THE CONTRACT COMES INTO BEING**

The Contract comes into being 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.

#### **6. SAFETY AND INSTRUCTIONS**

It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused.

#### **7. WHEN YOUR SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE**

Where for administrative convenience you or your agent are requested by us to sign a receipt for the Equipment before it is handed over, you or your agent will be given the opportunity to examine the Equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

## **8. RESPONSIBILITY OF HIRER (Your Responsibility)**

(i) You will be responsible for the loading and unloading of the Equipment at the address specified by you. You will also be responsible for the loading and unloading of the Equipment at our premises when the Equipment is transported by you or your agent. If we supply any person to assist you he will be under your control at such times.

(ii) Your responsibility for the Equipment begins when you or your agent receive the Equipment. If it is delivered to you your responsibility begins on delivery. Your responsibility includes safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the Equipment or making clear arrangements with us for the collection of the Equipment at the end of hire. Your responsibility ends only when the equipment has been returned or collected and you have our unqualified receipt for all of the Equipment. You must not sell or otherwise part with control of the Equipment.

(iii) 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 or loss of property whatsoever (other than the Equipment itself, which is governed by Conditions 13 and 14) arising out of the delivery, use, non-use, repossession, collection or 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 or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence.

## **9. ELECTRICAL EQUIPMENT**

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of Current Electrical Legislation regarding equipment use during the period of your responsibility for the Equipment as defined in Condition 8 (ii) of these Conditions.

## **10. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING**

You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

## **11. LOCATION OF EQUIPMENT**

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

## **12. 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.

(iii) We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

I have read, understood and agree to the standard Terms & Conditions for the hiring of equipment

## **13.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. You must not compromise any claim without our express consent.

#### **14. 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.

(ii) You will pay to us all costs we incur in rectifying any Equipment returned damaged or unclean. Additionally you will pay for our financial loss until such rectification is complete.

(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.

#### **15. TERMINATION OF HIRE**

We will be entitled at any time if you break this Contract or if any proceedings are commenced in which your solvency is called into question to terminate this Contract with immediate effect and to repossess any or all of 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.

#### **16. OUR RIGHTS OF ACCESS**

You authorise 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.

#### **17. 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.

#### **18. 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.

## General Conditions of Sale

### **1. 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 seller of the Goods. "You" means the buyer of the Goods. The "Goods" means all goods to be sold by us to you. The "Recipient" means the person, firm, company, corporation or public authority to whom the Goods are delivered, when it is not you. 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 Consumer Legislation

The Contract will be governed by and interpreted in accordance with Irish Law.

### **2. WHEN THE CONTRACT COMES INTO BEING**

The Contract comes into being 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.

### **3. PAYMENT**

Where we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of delivery. Where no such facilities have been granted, payment will be with your order, or where previously agreed, on delivery. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of Bank Of Ireland PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have.

#### **4. RECEIPT**

You, or the Recipient on your behalf, will receive and unload the Goods and should check them for quality and condition in the presence of the carrier. If there is a shortage or if any of the Goods are in an unsatisfactory condition, you or the Recipient must so endorse the carrier's delivery document and must give a separate written notice of this to us within three days of delivery. If this Condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the Goods will be entertained.

#### **5. RISK AND TITLE OF GOODS**

(i) The risk in the Goods will pass to you immediately on delivery of the Goods to you or to the Recipient.

(ii) The ownership of the Goods will remain with us and we reserve the right to dispose of the Goods until you have paid in full for all Goods which we have supplied at any time to you. Until such payment has been made in full you will hold the Goods on our behalf and will be under an obligation to return them to us on demand. You will permit us to enter any land or premises of yours to recover our Goods.

#### **6. LIMIT 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.

(iii) We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

#### **7. 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.

#### **8. 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.

