

**CONDITION OF HIRE –
LONGFORD HIRE CENTRE, ATHLONE ROAD, LONGFORD**

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Please Read Carefully

The person or Company hiring the machinery (hereinafter called the Hirer) hereby agrees with Longford Hire Centre Ltd. (hereinafter called the Owner), that any machinery hired to them by the Owner shall be hired subject to the following conditions.

- (1) During the continuance of the hire period the Hirer shall make good to the Owner on a reinstatement as new basis all loss, theft, destruction or irreparable damage to the machinery from whatever cause arising whether or not such loss etc results from the negligence of the Hirer.
- (2) Notwithstanding the terms of condition (1) the Hirer shall return such machinery to the Owner in as good a condition as on date of issue of agreement, normal wear and tear accepted.
- (3) In the event of loss, theft, destruction of or any damage to the machinery there shall be no effect on the continuance of the hiring contract or of the Hirer's liability for payment of the charges prevailing at the time of such loss etc. until there is full compensation for the loss etc caused to the machinery.
- (4) Hirer uses all machinery and accessories completely at his own risk.
- (5) Hirer to be satisfied that machinery is in good working order on signing this agreement.
- (6) Hirer to be responsible for all transport charges, and cleaning charges.
- (7) The Hirer hereby authorises the Owner (upon production of this document) to enter upon any premises wherein the Owner reasonably believes any Plant, or any part thereof, to be and if, and insofar as, the Owner in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.
- (8) Hirer shall be responsible for all machinery and accessories while same are on hire to him.
- (9) The Owner shall not be liable for any consequential expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of the late delivery, non-delivery, unsuitability, or repossession of the Plant or any part thereof, or any breakdown or stoppage of same.
- (10) The Hirer's responsibility to commence when machinery leaves our premises and cannot be concluded until returned thereto and an official receipt of the Owner issued against them Termination of a hire agreement by telephone shall not be acceptable.
- (11) The Hirer shall be responsible for loading and unloading the Plant at the address specified by the Hirer, and likewise at the Owner's premises when transported by the Hirer, or his agent, and any person supplied by the Owner shall be deemed to be an employee of the Hirer at such times.
- (12) The person signing the contract warrants that he has the authority of the Hirer to make this contract on the Hirer's behalf. The said person hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so.
- (13) Should any term in this contract be held to be invalid such invalidation shall not affect the validity of the remaining terms?
- (14) Any mechanically propelled vehicle hired from our premises must be fully insured by the hirer under the Road Traffic Act. All responsibility for any claims under the Road Traffic Act must be borne by the Hirer. The Hirer shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the plant thereof whether or not such a claim results from the negligence, omission, default or any other act of the Hirer and in respect of all costs and charges in connection therewith, whether arising under statute or common law.
- (15) Interest will be charged on all overdue accounts at the rate of the rate of 1.5% per month. In addition Longford Hire Centre will pass on to the Hirer all legal fees incurred in the collection of outstanding debts.
- (16) The Hirer shall remain responsible for plant until it is returned to this premises or collected by Longford Hire Centre Ltd.
- (17) Invoice are strictly net and due for payment within 30 days. Longford Hire Centre Ltd must be notified of all queries immediately and confirmed in writing within 14 days.
- (18) The Owner shall endeavour to obtain an order number when required but where goods are required immediately and supplied on request with a promised of an order number and the owner is subsequently unable to get an order number, the contract of hire and charge relating to same will be a valid charge.
- (19) Where the hirer has the plant hired delivered to his site and there is nobody on site to accept same, the plant will be left on site by the Owner and the name of person ordering same will be the Hirer signatory for same. In this event the Hirer will be obliged to treat this as a normal transaction.
- (20) Appropriate safety equipment must be worn at all times by the hirer when using tools/machines hired from the Owner i.e. goggles, steel toe boots, hard hats etc
- (21) Reservation of title- The property on any sale invoices shall remain the Owners until the Owner has received payment in full for all sums due and owing on any account by the Buyer previously referred to as the Hirer
- (22) Defects must be reported within 24hours of delivery and confirm in writing within 7 days.
- (23) By signing our Hire Contract/Return Note, the Hirer accepts the Terms & Conditions of Trade as presented, and by ordering goods and services once you are aware of our Terms & Conditions you are deemed to have accepted them. The acceptance clause also outlines that any debt incurred is joint and several, meaning that in the case of partnership or joint account, all parties are equally liable for the full amount of the debt incurred. Should you require a copy of our Condition of Hire please contact the office by phone and in writing.
- (24) All goods hired for 3 days and less is liable to the daily rate. Goods hired for 4 days and more will be charge at the weekly rate. All plant is hired at the daily/weekly rate plus V.A.T. Verbal prices quoted are merely an indicator of cost and do not include delivery/collection, diesel, damage, cleaning, delay loading/unloading, missing parts or V.A.T
- (25) When goods arrive on site responsibility for safe keeping remains with the Hirer until the goods are collected by Longford Hire Centre.
- (26) Where goods are damaged or stolen after delivery, then the repair/replacement responsibility lies with you the Hirer even though ownership may not have passed to you the Hirer.
- (27) Any goods/item left with Longford Hire Centre for repair/service/storage and if Longford Hire Centre is not paid for such service, Longford Hire Centre in order to recover costs incurred will be allow to sell the good/item after a period of 60 days.
- (28) Payment of all invoices must be made in full. Credit notes will be issued on receipt of credit claims in writing by the Hirer and approval by the Owner that such a claim is valid.
- (29) When plant is delivered to the Hirer out of hours/during breaks/nobody on site, the plant will be left on site. A copy of the Hire Contract will be faxed to your main office. Our confirmation fax print out with your fax number on it will be used as your acceptance of delivery and our proof of delivery.

Longford Hire Centre reserve the right to amend our Terms and Conditions without notice