

CONDITIONS OF HIRE

1. DEFINITIONS AND LAW

(i) The hired item(s) specified overleaf are hereinafter referred to as the Plant. CPH Plant & Platform Hire, is the Owner or Bailee of the Plant and is hereinafter referred to as the Owner. The Hirer (Invoicee) shown overleaf is hereinafter referred to as the Hirer. The Law of the Republic of Ireland will govern the rights and obligations of the parties to this contract, the construction of same and, as far as possible all other matters arising out of, or connected with, the making execution and termination of the same. Any disputes will be settled in the Court in this district.

(ii) A "Working Day" is defined as eight hours. A week is defined as five "Working Days".

2. BASIS OF/CHARGING

The Hirer will pay the hire charges which will commence from the time and at the rate(s) shown overleaf and continue during the term until the Plant is returned to the Owner or is collected by the Owners representative. All charges are payable on demand. All time is chargeable, i.e. Saturdays, Sundays, Bank Holidays etc.

3. CARRIAGE CHARGES

Hire charge does not include carriage. Any expenses incurred by the Owner in delivering, recovering Plant or attempting same will be paid for by the Hirer. Where carriage charges are quoted by the Owner such charges will include a charge for a maximum of 30 minutes attendance by the Owners representative at the address, specified by the Hirer. Further time will be paid for by the Hirer.

4. MAXIMUM PERIOD OF CONTRACT (IF HIRER IS NOT A LIMITED COMPANY)

If the Hirer is an individual or partnership (including an incorporated body or persons) and not a Limited Company then the contract will terminate not later than three months from the date of commencement. In which case the Hirer shall, on the eve of the last day of the said three months return the Plant to the Owner.

5. EXTENT OF CONTRACT

The contract commences at the time shown overleaf and terminates when a receipt for all the plant is obtained from the Owner or when clause 4 is invoked, whichever is the earlier, or the Hirer requests collection, giving at least six hours notice not later than 11a.m. on any normal trading day. The Plant is hired out subject to the terms overleaf and herein set out. All terms whatsoever other than those expressly set forth herein are hereby excluded.

6. RESPONSIBILITIES OF THE PERSON SIGNING

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 so. The said person hereby acknowledges that he has been instructed in the operation and uses of the Plant. The said person and the Hirer jointly and severally hereby undertake to ensure that no one uses the plant who is not properly instructed and shall not allow the Plant to be misused.

7. DELIVERY IN GOOD ORDER

The person signing the contract, having been afforded an opportunity to inspect the Plant, hereby deems the plant to be in good working order and wholly free from damage at the time of delivery.

8. RESPONSIBILITY OF THE HIRER - LOADING AND UNLOADING

The Hirer shall be responsible for loading and unloading the Plant at the address specified by the Hirer and likewise at the Owners premises when transported by the Hirer or his agent and any person supplied by the Owner and shall be deemed to be an employee of the Hirer at such times.

9. THE HIRER'S RESPONSIBILITY

The Hirer's responsibility commences on receipt of the Plant or on delivery as requested and ends when the Hirer in possession of the Owner's receipt for all the Plant. The Hirer agrees that he will not sell or otherwise part with possession and/or control of the Plant.

10. HIRERS RESPONSIBILITY

The Hirer shall at all times and in all respects indemnify the Owner against and from any and every expense liability, loss claim or proceeding whatsoever in respect of any personal injury whatsoever, (including, but without prejudice to the generality of the foregoing injury to the Hirer (if the same is possible) and injury to any servant, employee or agent of the Hirer) and in respect of damage to any property whatsoever (including Plant) arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non use, repossession, collection, return or not-return of the Plant or any part thereof EXCEPT when the Hirer is a registered Hire Company who "Cross Hire" the Plant to the third party, in these circumstances the Hirer automatically assumes and accepts responsibility to the third party as if the hirer was the Owner.

11. SCAFFOLDING

The Hirer confirms to the Owner that the Hirer holds a scaffolding ticket in the erection and safe usage of the scaffolding subject to this agreement on hire from the Owners or the Hirer will engage the services of a third party that holds a scaffolding ticket in the erection and safe usage of the scaffolding subject to the agreement on hire from the Owners.

12. ELECTRICAL EQUIPMENT

Where the Plant comprises electrical equipment in part or in whole, the same must be connected to the correct supply by a qualified electrician. Under no circumstances should electrical Plant be used without it being correctly earthed unless it is double insulated construction.

13. MAINTENANCE OF PLANT AND BREAKDOWN PROCEDURES

The Hirer shall keep himself acquainted with the state and conditions of the Plant and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Plant must be immediately notified to the Owner. Under no circumstances shall the Hirer repair or attempt to repair the Plant unless authorised by the Owner. Such Plant must be returned to the Owner's premises for examination or when rectification elsewhere is requested, the Hirer agrees to pay carriage if required by the Owner. The Hirer shall be responsible for maintenance, upkeep of Tyres on all vehicles.

14. REMOVAL OF PLANT

Plant must not be removed from the site specified by the Hirer when the Plant was collected, from any subsequently authorised site or from the address to which the Owner delivered the Plant without the authority of the Owner.

15. CONSEQUENTIAL LOSSES

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.

16. LOST, NON RETURNED, DAMAGED OR UNCLEAN PLANT

When the Plant is reported lost or is not returned when the termination of the hire is requested by Owner, the Hire will be deemed to end when the Hirer pays to the Owner the manufacturers current list price plus all hire charges due. The Hirer agrees to pay the Owner all costs incurred by the Owner in rectifying the condition of Plant returned damaged or unclean, hire charges will continue until such rectification is complete.

17. TERMINATION OF HIRE

The Owner shall be entitled at any time and for any reason whatsoever, without explanation, to terminate this contract (such termination to be effective immediately) and to repossess the Plant or any part thereof.

18. RIGHTS OF ACCESS

The Hirer hereby authorises the Owner (upon production a copy of this document) to enter upon any premises wherein the Owner reasonably believes any Plant or part thereof to be, and if, and in so far as, the Owner in his absolute discretion deems necessary to inspect, test, repair, replace or repossess the same.

19. STORAGE AND USE OF EQUIPMENT

The Hirer undertakes to comply with the direction given for the use, operation, storage and maintenance of the equipment either by the manufacturer or same of the Owner, and to use and operate same solely for the purpose for which it is designed, and to ensure that it is used and operated solely by a person or persons skilled in the use and operation of such equipment and check the equipment daily for oils, water, lubricants etc.

20. INVALIDATION

Should any term in this contract to be held to be invalid such invalidation will not affect the validity of the remaining terms. All goods remain the property of CPH Plant & Platform Hire, until paid for in full.

21. WARRANTY

Goods supplied are subject to the Manufacturer's Warranty Only.

22. PAYMENT AND DEPOSIT

At the commencement of the Hire period, CPH Plant & Platform Hire, reserves the right to obtain an open cheque or an agreed sum of money from the Hirer by way of Deposit. Full payment, according to the rate of hire as noted overleaf, is due immediately upon return of the hire goods or following written agreement with CPH Plant & Platform Hire, within 30 days from the date of invoice.

OVERDUE ACCOUNTS

Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be liable for reasonable legal charges incurred by CPH in the recovery of amounts due, Equipment and/or Goods. In addition CPH may charge interest in accordance with the Late Payment of Commercial Debts base rate plus 4% and/or may suspend further services to the Hirer.

23. INSURANCE

Items on hire from CPH Plant & Platform Hire, are to be covered by the Hirer's Insurance.

24. CHANGE OF SITE

The plant shall not be moved from the site to which it was delivered or consigned without the authority of the Owner, such authority to be confirmed in writing.

25. LIFTING

Unless we have notified you in writing that the Equipment hired under the Contract is certified to be used as a lifting appliance. You must not use it as such.

A MEWP may only be lifted into position by a crane or lift truck by means of the fork sockets or lifting eyes provided by the maker. You should inform us if you intend to locate any MEWP hired on the Contract by such means as we may need to provide you with additional safety information. The safe working load (SWL) that may be carried in the cage of a MEWP is marked on the equipment. You must not allow it to be exceeded.

