

HIRE ASSOCIATION OF EUROPE GENERAL CONDITIONS FOR HIRING GOODS AND CONDITIONS OF SALE

1 Definitions

Contract - the document or documents that set out these conditions and all other details about your agreement with us
We, us – Trim Hire, Hardware & DIY Centre.

You - the person, firm, company or other organisation hiring or buying the goods from us.

These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing.
The contract will be governed by and interpreted in accordance with The Laws of the Republic of Ireland.

2 Our charges

a Charges for hiring goods

You must pay the hire charges shown in the contract. Hire charges will start at the time shown in the contract and will continue until:

- we have given you a collection or off-hire number, or
- you have returned the goods to us in a clean and useable condition and we have given you a receipt for them; whichever is earlier.

Hire charges are due all the time you have the goods including Saturdays, Sundays and public holidays. You must pay all charges you owe when we ask for them.

b Payment terms for buying goods

If you have agreed, in writing, to let you have a monthly account, you must pay all our invoices by the last day of the month following the month the goods were delivered. If you do not have a monthly account with us, you must pay when you place your order for hire equipment or supply of goods

You accept that we reserve the right any charges to your credit card for Hire of Equipment, damage to goods, fuel, continuous hire, damages or late hire returns, supply of goods and services.

The supplier reserves the right to store the Customer's credit card details on its password protected customer account system and future reserves the right to use such details against future rentals of equipment, goods & services by the Customer.

c Interest and other charges

If you do not pay any amount when it is due, we will add interest to the amount that is overdue. We will add interest each day at a rate equal to 4% above the Northern Bank Ltd's base rate at the time. Charging interest will not affect any other rights we may have.

You must also pay any of our reasonable expenses in recovering money or goods from you.

3. Delivery and collection charges

You must pay us any agreed charges for delivering or collecting the goods. If we quote carriage charges, these only cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend, including if we try to follow your instructions for delivering or collecting the goods but cannot do so because of your acts or failure to do something.

4 Maximum hire period (if you are not a company or corporation)

If you are not a company or corporation, the contract will end within 3 months of the beginning of the period of hire. If you have not already done so you must return the goods to us on the day before the end of the 3-month period. If you fail to do this we may charge you for any financial loss we suffer as a result.

5 When the contract starts

The contract comes into effect when you have placed an order and agreed to keep to these conditions, and we have accepted your order.

6 Safety instruction for hired goods

You must make sure that every one who uses the goods is properly instructed on how to use them safely and correctly, and that they have all the instructions we have supplied. You must make sure the goods are not misused. The hirer must ensure that all staff using any/all equipment on hire from Navan Hire Hardware & Safety Training Ltd, have been given the appropriate health and safety training in its safe use and/or Personal Protective Equipment (PPE) where appropriate.

7 Your responsibility when hiring goods

a You must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you, or your agent, collect or return the goods. If we supply any person to help you, you must give him or her clear instruction when necessary.

b You become responsible for the goods when you, or your agent, receive them. If the goods are delivered to you, this will be when your responsibility starts. Your responsibilities include protecting the goods and keeping them safe from the weather, theft, vandalism or improper use. At the end of the hire period you must return the goods unless you have made arrangements for us to collect them. Your responsibility does not end until the goods have been returned or collected and we are able to give you a receipt for them. You must not sell or in any way give up control of the goods.

c You will be responsible for any death, injury, loss or damage caused by the goods being misused while they are hired to you.

d It's the hirers responsibility to ensure that all motorised plant is insured for road use, fire and theft.

8 Electrical

If any of the goods is electrical, it should be used with the original plugs or sockets fitted to it. If you need to fit other suitable plugs or sockets to the goods, this must be carried out by a competent person who must also return the goods to 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 unless the goods are double insulated.

You must keep to all regulations which apply - including the Electricity at Work Regulations (Northern Ireland) 1989, while you are responsible for the goods.

9 Maintaining hired goods, breakdown procedures and reporting accidents

You must make sure the goods remain safe, clean and in working order. If the goods break down or are not working properly you must report this to us immediately. You must not repair the goods unless you are authorised by us. You must return the goods for us to examine them unless we have agreed otherwise. You must tell us immediately if the goods are involved in any accident resulting in damage to the goods or to other property, or injury to any person. You must take all necessary steps to make the goods safe and to protect them against theft or damage.

10 Where hired goods are placed

The hired goods must not be moved from any site agreed by us unless you have our written permission.

11 Limits of our liability

a All the times we quote for delivering or collecting the goods are approximate.

b We will not be liable for any delays caused by circumstances beyond our reasonable control.

c If the goods breakdown or stop working properly, we will try to replace them or repair the fault as soon as reasonably possible after you have reported it to us.

d If you hire or buy the goods for use in a business, we will not be liable for any indirect loss or any loss of business or profits, savings you expected to make, wages, fees or expenses caused by the goods or any part of them breaking down or stopping working properly.

12 Insurance; payment for hired goods that are lost, stolen or damaged

You must pay to us the cost of replacing any hired goods which are lost or stolen or damaged beyond economic repair (that is if the repair would cost more than the equipment is worth). You should insure the goods for the replacement cost if you receive any money as settlement of any claim relating to the damage to or loss of theft of the goods, you must hold money separately in trust for us and pay it to us when we ask you to. You must not negotiate any claim without permission.

13 Lost, stolen, damaged or unclean hired goods

a You are responsible for looking after the goods and returning them to us in good working order.

b You must pay us our reasonable costs of repairing or cleaning the goods if you return them damaged or unclean.

14 Ending the contract if you hire in the course of business

We may end the contract if:

- you break this contact; or
- you become bankrupt; or
- as a company, you start to be wound up or a receiver or administrator is appointed over all or part of your assets; or
- you enter into any agreement with your creditors or a voluntary agreement IS made which affect you; or
- you enter into a voluntary agreement.

If we end the contract in these circumstances, it will end immediately and we may repossess any or all of the goods. If we end the contract. It will not affect our right to recover any money you owe us under this contract or damages we claim as a result of your breaking this contract.

15 Ending the contract if you hire as a private individual and not in the course of business

If you are hiring the goods as a private individual and not in the course of a business, we may end this contract if:

- you break this contact; or
- you become bankrupt; or
- you enter into a formal agreement with your creditors (those you owe money to).

If we end the contract in these circumstances we will work out the hire charges for the actual period you have had the goods.

16 Our right of access

We may enter any land or premises where we can reasonable believe the goods are.

We may do this at reasonable times and after giving reasonable notice. We can only have this access if we need to inspect, test, repair, service, replace or repossess the goods.

17 Ownership of and responsibility for the goods you buy

a If you buy any equipment for us, you will become responsible for loss or damage as soon as the goods are delivered to you.

b We own the goods until you have paid in full for all the goods we have supplied. Until we have received full payment for the goods you will hold the goods on our behalf and you must return them to us if we ask you to. We may enter any land or premises of yours, other than your home, to recover your goods.

18 Separate terms

If any term in this contract cannot be enforced, this will not affect the remaining terms.

19. Trim Hire, Hardware & DIY Centre. accept no responsibility whatsoever in the use of it's plant/machinery/equipment by the hirer/purchaser including their servants or agents under this agreement. The hirer/purchaser or their servants or agents hereby indemnifies Trim Hire, Hardware & DIY Centre Ltd., against any loss arising from any property damage or bodily injury incurred as a result of the use of the plant/machinery/equipment either directly or indirectly held under this agreement. This indemnity covers all claims, costs (including legal costs) or demands made by any party/parties affected by such actions.