

## 1.0 General

- 1.1 The contract shall be considered as a contract made in Republic of Ireland and subject to Irish law.
- 1.2 The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.
- 1.3 All prices are deemed to exclude Value Added Tax which shall be payable in addition by the Hirer at the rate prevailing at the tax point.

## 2.0 Interpretation

- 2.1 **The Owner** is PCP Group, full details on the Order Acknowledgement.
- 2.2 **The Hirer** is the person named in the Order Acknowledgement as Hirer.
- 2.3 The **Hire Period** starts on the date the Equipment is despatched by the Owner or made available for Hire and ceases when all the Equipment is returned to the Owner in good working condition or if the equipment has been damaged during this Hire when all necessary repairs to the Equipment have been completed. Where necessary repairs have been carried out during the course of this hire, costs incurred by the owner become payable.
- 2.4 **Equipment** means all the equipment described in the Order Acknowledgement and attached kit lists including protective cases, hand books, calibration certificates.
- 2.5 **Rental** is specified in the Order Acknowledgement as the rate at which the Equipment is Hired. If the Hire Period is exceeded, then the rental shall be calculated at a pro rata rate. There is a minimum rental of one week.

## 3.0 Commencement of Hire and Delivery

- 3.1 The Owner hereby hires to the Hirer for the Hire Period the Equipment at the Rentals upon these terms and conditions.
- 3.2 The Owner shall use all reasonable endeavour to have the Equipment available for delivery or collection on the start date of the Hire Period specified in the Order Acknowledgement but the Owner shall not incur any liability whatsoever in the event of delay.
- 3.3 In addition to the Rentals the Hirer shall be liable to pay the Owner's carriage charges for the Equipment.
- 3.4 Delivery of the Equipment is usually made by overnight carrier to the Delivery Address on the Order Acknowledgement. Return of Equipment is the Hirer's responsibility.
- 3.5 All Equipment must be returned using the packaging provided. Failure to return packaging before the due payment date will result in an additional charge for its replacement. Any repair costs for equipment damaged during transit due to incorrect packaging will be charged to the Hirer at the Owners' sole discretion.
- 3.6 The Hirer acknowledges that the Owner relies on the Hirer to inspect the Equipment immediately after delivery and to ensure that it is of merchantable quality fit for the Hirer's purpose. The Hirer will inform the Owner within 24 hours of delivery if the Hirer is not entirely satisfied with the Equipment.

## 4.0 Terms of Payment

- 4.1 Payment is due within the period specified on the invoice commencing from the invoice date without further reference or statement. Time shall be of the essence in respect of payment of all sums due hereunder and the Hirer shall be deemed to have repudiated this agreement if any payment remains unpaid for more than 14 days after becoming due.
- 4.2 All cheques made payable to PCP Group
- 4.3 Without prejudice to the Owners' right to enforce payment if the Hirer fails to make payment as hereinbefore provided the Owner shall be entitled to charge interest on any balance outstanding from the date the same became due for payment as per EU late payment legislation.
- 4.4 Interest shall become payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account be subject to any dispute or query.
- 4.5 Without prejudice to the Owners' right to enforce payment if the Hirer fails to make payment as hereinbefore provided the Owner shall be entitled to charge all costs of debt recovery to the outstanding balance due for payment by the Hirer.

## 5.0 Hirer's Obligations

The Hirer shall:

- 5.1 Take all reasonable care of the Equipment and keep the same in good, serviceable working condition (reasonable wear and tear excepted) and indemnify the Owner against loss of or damage to the Equipment howsoever caused.

- 5.1.1 Ensure any instructions or manuals supplied with the Equipment are fully understood and will be observed by the Hirer and any person responsible for the use of the same.
- 5.1.2 Take such further steps as may be properly recommended by the manufacturer or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Hirer or authorised users.
- 5.1.3 Only operate the Equipment and permit the Equipment to be operated in a skilful and proper manner and by persons who are competent to operate such Equipment.
- 5.1.4 To inform the Owner of any anticipated delay in returning the Equipment beyond the agreed Hire Period as soon as practical before the end of the Hire Period.
- 5.1.5 Not make or cause or permit any alternation amendment modification repair or marking of any kind on the Equipment without the Owner's prior written consent. Any such change shall belong to and become the property of the Owner and be part of the Equipment.
- 5.1.6 Keep the Equipment suitably housed and in particular keep the Equipment in conformity with any statutory requirements from time to time applicable thereto.
- 5.1.7 Permit the Owner and any person authorised by the Owner access to the Equipment at any time so as to inspect and or repair the Equipment.
- 5.1.8 The Equipment is not to be removed from the Delivery Address and to notify the Owner in writing of any change in the Hirer's address and upon request of the Owner to inform the Owner in writing of the whereabouts of the Equipment.
- 5.1.9 If requested by the Owner to affix or cause to be affixed to the Equipment or any separate parts or parts thereof requested by the Owner plates or other forms of marking indicating in terms approved by the Owner that the Equipment is the property of the Owner and is on hire to the Hirer. The Hirer shall ensure that such Plates remain so affixed and that the same are conspicuous and are at no time removed obliterated defaced or covered up.
- 5.1.10 The equipment shall remain the property of the Owner (notwithstanding that it may have become attached to any land or building) and that the Hirer shall have no right or interest therein otherwise than lessee and shall at no time do or permit to be done any act or thing which might prejudice or jeopardise the rights of the Owner in and to the Equipment.
- 5.1.11 The Hirer has entered into this Agreement in the course of and for the purpose of the business or profession carried on by the Hirer and that the Hirer is accordingly not to be treated as a "consumer".
- 5.1.12 The Hirer has selected the Equipment as suitable for its purpose.

## **6.0 Insurance**

- 6.1 The Hirer shall throughout the Hire Period or (if longer) for so long as the Equipment remains in its possession or under its control at its own expense insure the Equipment against all loss or damage and also against all risks of third party liability arising out of the ownership presence or use of the Equipment in an amount equal to whichever is the greater of:
- 6.1.1 The full replacement value of the Equipment and
- 6.1.2 The amount from time to time payable on termination of the hiring of the Equipment calculated in accordance with the provisions of clause 8.3.2 below
- 6.2 In event of any loss of or damage to all or any part of the Equipment the Hirer shall give immediate notice to the Owner and shall make or assist in the making of any appropriate claim or claims under the said insurance policy in such manner as the Owner shall require and shall not in any matter settle or compromise any such claim without the prior written request of the Owner.
- 6.3 The Hirer shall promptly reinstate or repair at its own expense Equipment which has not become a total loss or a constructive total loss and shall continue to pay the Rentals in respect of such Equipment during such reinstatement or repair. All insurance monies received in respect of any such loss shall be applied firstly in or towards payment to the Owner of any amounts for the time being due and outstanding from the Hirer to the Owner hereunder and secondly in or towards reimbursing the Hirer for the costs of such reinstatement or repairs.
- 6.4 In the event that any such item of the Equipment ("the Destroyed Equipment") shall become a total loss or a constructive total loss, for whatever reason, the Hirer shall pay to the Owner upon demand an amount equal to the aggregate of:
- 6.4.1 All payments of the Rentals and all other monies then due or in arrears under this agreement in respect of or attributable to the Destroyed Equipment together with interest thereon at the default rate as provided in clause 4.3 and
- 6.4.2 All other sums and amount due hereunder in respect of the Destroyed Equipment in question including a sum equal to that payable under clause 8.3.2 below in respect of the termination of the hiring of the Destroyed Equipment without prejudice to the provisions of clauses 6.3 and 6.4, the Hirer shall be solely responsible for an indemnity to the Owner in respect of all loss or damage to the Equipment (insofar as the Owner shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or time before physical possession of the Equipment is retaken by the Owner.

## **7.0 Owner's Obligations**

The Owner shall:

- 7.1 Without prejudice to the provisions of clause 6 prior to the delivery of the Equipment carry out all periodical and other maintenance requirements in respect of the Equipment.

7.2 In the event that during the Hire Period any item of the Equipment is unusable The Owner shall use its best endeavours to make an identical or similar replacement item available for collection by the Hirer provided always that such replacement service will only be provided in the Island of Ireland and upon receipt by the Owner of the defective item of Equipment.

7.3 For long term hire necessary replacements or repairs will be made during scheduled servicing of hire systems. Misting and Fogging lines are considered fully operational when running at 90% capacity. Should you call for replacement of blocked nozzels, where less than 10% of system requires replacement, there will be a charge for a service call out.

## **8.0 Termination**

If and on each or any occasion on which:

8.1.1 The Hirer shall being an individual die or suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or composition with his creditors: or

8.1.2 being a limited company enter into compulsory liquidation (not being a voluntary liquidation for the purpose of reconstruction or amalgamation only the terms of which have previously been approved by the Owner in writing);or

8.1.3 have a receiver or receiver and manager or administrator appointed to any part of its assets; or

8.1.4 have any redress for rent or other seizure under execution or other legal process made in respect of its or his estate or assets

8.2.1 The Hirer shall fail to pay rental or other sums payable under this agreement in full within 14 days after the same shall have become due;

8.2.2The Hirer shall commit a breach of any of the other terms or conditions of this agreement and (if capable of being remedied) shall fail to remedy such breach within 7 days after notice in writing of the Owner requiring the same;

8.2.3The Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Equipment are prejudiced or put in jeopardy, then the Hirer shall be deemed to have repudiated this Agreement and the Owner may thereupon or at any time within 3 months after becoming aware of the same accept that repudiation and (without prejudice to any other rights hereunder or any pre-existing liability of the Hirer to the Owner and notwithstanding any subsequent acceptance by the Owner of any rentals) serve written notice on the Hirer terminating this Agreement forthwith and for all purposes and thereafter the Hirer shall no longer be in possession of the Equipment with the consent of the Owner and all (if any) guarantees, conditions or warranties assigned to the Hirer in consequence of the operation of clause 9 shall automatically be reassigned to the Owner.

8.3 Upon termination of the hiring of any of the Equipment to the Owner whether under clause 8 above or otherwise the Hirer will;

8.3.1 At the Hirer's expense disconnect return or re-deliver such Equipment to the Owner at such place as may be appointed by the Owner in good working order and condition and so that if the Hirer shall fail to return or re-deliver such Equipment within a reasonable time of being requested so to do by the Owner the Owner may forthwith and without notice retake possession of such Equipment and for this purpose shall be entitled freely to enter into and upon any premises occupied by or under the control of the Hirer;

8.3.2 Be solely responsible for ensuring the safe-keeping supervision and custody of the Equipment until it is returned to or repossessed by the Owner;

8.3.3 Without prejudice to the Owner's right to claim damages, become immediately liable to pay to the Owner an amount comprising the aggregate of;

8.3.3.1 All arrears of rental and other monies accrued due and unpaid under the terms of this Agreement together with interest thereon the basis specified in clause 4 of this Agreement;

8.3.3.2 Any costs and expenses incurred by the Owner in locating, repossessing, recovering or restoring the Equipment or collecting any payments due under this Agreement or otherwise in obtaining the due performance of the obligations of the Hirer under this Agreement.

8.3.3.3 The aggregate of all rental that would have been payable during the unexpired term of the Hire Period adjusted

8.3.3.4 All and any other such sums due under this Agreement.

## **9.0 Return of the Equipment**

9.1 Upon expiring of the Hire Period the Hirer shall at its own risk return the Equipment to the Owner or as it may direct unencumbered and in good repair and condition (fair wear and tear excepted)

9.2 The Hirer shall be solely responsible for the costs of disconnection removal and transportation of the Equipment.

10.0 Indemnity

10.1 The Hirer hereby agrees with and undertakes to the Owner that it will indemnify the Owner and keep it at all times fully and effectually indemnified from and against all actions, claims, demands, proceedings, costs, expenses, losses or liabilities of whatsoever nature which maybe made or brought against or suffered or incurred by the Owner by reason of any loss, injury, death or damage caused or alleged to be caused to any person or property by or arising or alleged to arise directly out of the design, manufacture, control, operation, use, removal, maintenance, repair or hiring of the Equipment howsoever arising and regardless of the time when the operation, use, removal, maintenance, repair or hiring of the Equipment is in the possession or control of the Hirer and against all costs charges and expenses of and incidental thereto provided that nothing herein shall impose any obligation on the Hirer to indemnify the Owner against any liability arising in respect of death or personal injury resulting from the negligence of the Owner or its employees or agents.

11.0 Ownership

11.1 The Equipment shall at all times remain the property of the Owner and the Hirer shall have no rights to the Equipment other than as the Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Equipment are or may be prejudicially affected.

11.2 The Owner may without the consent of the Hirer assign transfer to or otherwise vest the property in the Equipment in any third party. Likewise the Owner may assign or charge this Agreement or its rights hereunder to any person provided that (for so long as the Hirer is not in breach) any such assignment or charge will not affect the Hirer’s right to quiet possession and enjoyment of the Equipment.

12.0 Notices

All notices shall be in writing and shall be deemed to be duly given when despatched to such party addressed to as specified in the Order Acknowledgement.

13.0 Non-Waiver of Rights

The failure by either party to the contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

Please NOTE: **A Minimum 1 week hire period and minimum 1 week cancellation notice applies to all Hire / Rental bookings.**

I acknowledge that I have read and agree to these Terms of Hire / Rental

Name (block capitals): \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



PCP House  
Main Street  
Ballymore Eustace  
Co. Kildare  
W91W275  
IRELAND

Tel: +353 (0) 45 863220  
Fax: +353 (0) 45 864146  
Web: [www.pcpgroup.ie](http://www.pcpgroup.ie)  
[www.dustsolutions.ie](http://www.dustsolutions.ie)

