



**TERMS & CONDITIONS OF HIRING & SALES FROM CELTIC LEASING PLANT HIRE**

**T/A GAELIC PLANT HIRE & ELEV8 PLATFORM HIRE**

- 1.1 The "Owner" means CELTIC LEASING PLANT HIRE T/A Gaelic Plant Hire & ELEV8 Platform Hire and includes the Owners employees, successors, assigns or personal representatives.
- 1.2 The "Hirer" is the company, firm, corporation, public authority or person taking the Owners plant on hire and includes their successors or personal representatives.
- 1.3 "Plant" means all classes of plant and machinery, which the Owner agrees to hire to the Hirer
- 1.4 "Advice" means any specifications or operational instructions given in relation to the Plant.
- 1.5 These Terms & Conditions shall apply to the hire of all Plant by the Owner to the Hirer and shall not be overridden by any Terms & Conditions of the Hirer.
- 1.6 Acceptance of the Plant on site by the Hirer or its delivery on site in accordance with the Hirer's instructions signifies acceptance of these Terms & Conditions unless otherwise agreed in writing.
- 1.7 These Terms & Conditions should be read in conjunction with any Special Conditions included in the Hire Contract.

**2. BASIS OF CHARGING**

- 2.1 Hire rates are the Owners current standard rates unless otherwise agreed and are hired out based on a "per day" "per week" or "per month" basis, as per the contract.
- 2.2 Hire rates relate solely to the hire of the Plant. They do not include fuel and oil supplied with the Plant, carriage to and from the Owners premises, charges in relation to the supply of an Owner's Employee or any other costs incurred by the Owner, all of which will be charged separately to the Hirer and specified at time of hire.
- 2.3 All travelling time and tolls for the Owner Employees whether during, at the beginning or the end of the hire period are payable by the Hirer, in accordance with rates agreed by both parties.
- 2.4 The date of commencement of hire is the date and time the Plant leaves the Owners premises or equivalent. The date of termination of hire is the date and time it is returned to the Owners premises or collected by the Owner, in a clean and serviceable condition and a receipt issued by the Owner, Telephone off-hires will not be accepted unless validated by an off-hire number notified by the Owner to the Hirer.

**3. PAYMENT TERMS**

- 3.1 Payment terms are payable on demand except for payment terms for authorized credit customers which are 30 days from date of invoice.
- 3.2 The Owner shall be entitled to charge interest at a rate of 10% from due date to the date of settlement.
- 3.3 Should the Hirer fail to settle any invoice by the due date, other than for a valid reason, then all other invoices become payable immediately by the Hirer.

**4. TRANSPORT, LOADING & UNLOADING**

- 4.1 The Owner will deliver and collect all Plant to a specified site.
- 4.2 On collection the Owner is only authorized to sign and give a receipt to the effect that the plant has been collected unchecked and unsigned.
- 4.3 On delivery or collection of the Plant, the Hirer shall accept all responsibility for and indemnify the Owner against, all damage to property or injury to persons howsoever caused, on the Hirer's premises.
- 4.4 At the time of delivering or collecting, the Owner shall be under the direction and control of the Hirer, who alone shall be responsible for all claims arising in connection with the delivery, preparation or operation of the Plant.
- 4.5 The person signing for the Plant warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. The Owner shall be entitled to treat the Hirer as contractually bound by these Terms & Conditions unless the Hirer can demonstrate that there were no reasonable grounds for the Owner to believe that such person had authority to bind the Hirer.
- 4.6 The person signing on behalf of the Hirer has been afforded the opportunity to inspect the Plant, which is deemed to be in good working order and wholly free from damage at the time of the signature. If the Plant has been accepted on site by the Hirer, the Plant is also deemed to be in good working order and wholly free from damage at the time of delivery. Any shortages of Plant must be notified to the Owner within 24 hours of the commencement of the hire. If the Hirer fails to do this, hire charges will continue and the Hirer will be responsible for the cost of replacing shortages.

**5. ADVICE**

- 5.1 If the Owner gives any advice it is provided strictly on the basis that it is for guidance only and without any responsibility being accepted. The onus is on the Hirer to verify the accuracy of such Advice and to accept or reject accordingly.
- 5.2 Any breakdown or any unsatisfactory working of the Plant must be notified immediately to the Owner.
- 5.3 The Plant must be returned to the Owner for examination/repair when requested and the Hirer agrees to pay the carriage, if required by the Owner.

**6. HIRERS RESPONSIBILITY**

- 6.1 The Hirer shall ensure that the capacity and performance of the Plant ordered by him is and remains suitable for the purpose to which it may be applied, and no warranty is given, nor shall be implied as to the suitability of the Plant for any purpose.
- 6.2 The Hirer shall keep himself acquainted with the state and condition of the Plant and ensure that it remains safe, serviceable and clean and that it is checked regularly for recommended oil levels.
- 6.3 The Hirer confirms that it has the necessary knowledge and experience to operate and use the Plant. The Hirer will not misuse the Plant. The Hirer will not allow any person to use the Plant who is not properly instructed in its use and will ensure that all applicable Health & Safety rules and regulations are observed.
- 6.4 Where the Plant comprises electrical equipment it must be connected to the correct supply by a qualified electrician. The Hirer is responsible for providing a suitable 3 phase and earth supply to the base of each item of Plant.
- 6.5 Any breakdown or any unsatisfactory working of the Plant must be immediately notified to the Owner. Under no circumstances shall the Hirer repair the Plant, except for punctures unless authorised by the Owner.

**7. ACCESS, GROUND CONDITIONS AND SECURITY**

- 7.1 The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local observations) and for ensuring suitable ground conditions for the erection, operation and dismantling of the Plant. No responsibility will be accepted by the Owner for damage to any surface over which the Plant has been moved to reach its intended position of use and the Hirer should therefore take steps to protect surfaces (paving slabs, soft ground etc.) before delivery of the Plant. The reinstatement of any fixing holes drilled in buildings is the responsibility of the Hirer.
- 7.2 The Hirer shall not sell or otherwise part with possession and/or control of the Plant and shall remain responsible for the Plant and its safekeeping during the hire period. Plant must not be removed, without the authority of the Owner, from the site specified by the Hirer or from the address to which the Owner has delivered the Plant. The Hirer shall keep the site at which the Plant is located safe and secure.
- 7.3 The Hirer shall allow the Owner access to the Plant at all reasonable times for the purpose of inspecting, testing, adjusting, repairing or replacing same.

#### **8. INSURANCE DAMAGE AND NOTIFICATION OF ACCIDENTS**

**8.1** It is the responsibility of the Hirer to insure the Plant against all risks including loss, theft or damage beyond economic repair. The Hirer shall produce on demand to the Owner, a copy of the policy or policies. If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing. The Hirer shall not admit any liability or compromise any claim relating to the Plant, without the consent in writing, of the Owner.

**8.2** The Hirer shall be responsible for and shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever, for injury to person or loss or damage to property howsoever caused, including all costs and charges in connection therewith and arising from or in connection with the use of the Plant and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner.

**8.3** The Hirer must immediately notify both the Owner and the Gardai, of any loss or theft of the Plant. When the Plant is not returned or is returned incomplete, the liability of the Hirer shall only cease when the Hirer pays to the owner, the manufacturers current list price for the missing or incomplete item of Plant.

**8.4** When Plant is damaged beyond repair, lost, stolen or cannot be retrieved by the Owner, then the hire will be deemed to end but only when the Hirer pays to the Owner, the manufacturers recommended selling price or replacement cost, whichever the greater. Plant will be invoiced on notification of same and after a period of 30 days from the date of invoice charges will continue at two thirds the normal rate, until payment is received.

**8.5** The Owner shall not be liable for any consequential expenses, liabilities, losses, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Plant, or any breakdown or defect in the Plant.

#### **9. DETERMINATION OF HIRE**

The Owner shall be entitled, at any time and for any reason whatsoever and without explanation, to terminate this contract and repossess the Plant.