



Conditions Of Hire:

The person or Company hiring the machinery _____ (hereinafter called the Hirer) hereby agrees with **Rota Hire** (hereinafter called the Owner), that any machinery and accessories hired to them (hereinafter called Plant) by the Owner shall be hired subject to the following conditions.

1. The Hirer shall return such plant to the Owner in as good a condition as on date of issue of agreement, normal wear and tear accepted.
2. In the event of loss, theft, destruction of or any damage to the plant 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 plant.
3. Hirer uses all plant completely at his own risk.
4. Hirer to be satisfied that plant is in good working order on signing this agreement.
5. Hirer to be responsible for all transport charges, and cleaning charges.
6. 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.
7. Hirer shall be responsible for all plant while same are on hire to him.
8. The Hirer shall be responsible for checking and maintaining battery water levels. This should be done on a monthly basis at a minimum.
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 commences when plant leaves our premises and cannot be concluded until returned to there and an official receipt is issued to the Hirer. 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 they have 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. Invoice are strictly net and due for payment within 30 days. Rota Hire must be notified of all queries immediately and confirmed in writing within 14 days.
16. The Owner shall endeavor to obtain an order number when required but where goods are required immediately and supplied on request with a promise 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.
17. 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 the 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.
18. Appropriate safety equipment must be worn at all times by the hirer when using /machines hired from the Owner i.e. goggles, steel toe boots, hard hats etc
19. 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
20. Defects must be reported within 24 hours of delivery.
21. By signing our Hire Contract, the Hirer accepts the Terms & Conditions of Trade as presented, 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.
22. All goods hired for 2 days and less is liable to the daily rate. Goods hired for 3 days and more will be charge at the weekly rate. All plant is hired at the daily/weekly rate plus V.A.T.
23. When goods arrive on site responsibility for safe keeping remains with the Hirer until the goods are collected by Rota Hire.
24. 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.
25. 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

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

REPAIRS & RENEWALS

O'Flynn & O'Riordan Properties Ltd. T/a Rota Hire, shall be liable only for such repairs and renewals as may be necessitated by fair wear and tear to the plant. O'Flynn & O'Riordan Properties Ltd., T/a Rota Hire shall not be liable to make good any damage arising from latent defects in the equipment. The hirer shall fully and completely indemnify O'Flynn & O'Riordan Properties Ltd. T/a ,Rota Hire in respect of all claims by any company firm or person whatsoever for injury to person or property caused

by or in connection with or arising out of the use of the plant and in respect of all costs and charges in connection therewith whether such claims arise under Statute Common Law or otherwise the hirer shall effect the necessary insurance to support such indemnities.

CONSEQUENTIAL LOSS

O'Flynn & O'Riordan Properties Ltd. T/a Rota Hire shall not be liable for any claims in respect of consequential losses arising out of the hiring of the plant as specified on the schedule o/leaf.

CONTRACT HIRE AGREEMENT:

Hired To

Address:

Tel:

Contact:

Accounts

Machine

Rate + Vat

Start date:

- Plant is hired for a minimum of ____ months.
- All Maintenance will be carried out by Rota Hire.
- Broom wear covered by Rota Hire to a maximum of ____ brush a year.
- Additional parts covered _____
- Damage caused by driver error, neglect or vandalism will be charged for.
- Insurance on the machine is the Responsibility of the Hirer.
- Machine will be replaced with new machine if hire is ongoing after 3 Years
- Payment to be issued by Standing Order

Signed on behalf of Hirer: _____ Signed on behalf of Rota Hire : _____

Order Number for above : _____