



CONDITIONS OF HIRE

The Person or Company hiring the machinery (hereinafter called the Hirer) hereby agrees with M. W. Hire Group (hereinafter called the Owner) that any machinery hired to them by the Owner shall be hired subject to the following conditions.

1. Hire charges will commence from the time stated on the contract and will continue until machinery is returned to depot or collected by our transport. All days are charged including Saturday, Sunday and Bank Holidays.
2. Hire charges do not include carriage. Hirer will be responsible for all transport charges.
3. The Owner offers no warranties of any kind. All warranties or conditions expressed or implied are hereby expressly excluded.
4. The Person signing the contract warrants that he/she 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 not so.
5. 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 time.
6. Hirer to be satisfied that machinery is in good working order on signing this agreement.
7. Electrical Plant must be connected to the current supply by a qualified electrician. Electrical plant should not be used without it being correctly earthed.
8. The Hirer undertakes to comply with the directions given for the use, operation, storage and maintenance of the equipment either by the manufacturer of same or 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 oil, water, lubricants etc.
9. All breakdowns or the faulty, defective or unsatisfactory working of the equipment or any part thereof shall forthwith be reported to the Owner or his agent, and it is expressly understood that for the purposes of this clause 'forthwith' shall mean on the same day that the breakdown shall occur, or the said faulty, defective or unsatisfactory workings shall be discovered if the Owner can be contacted on that day, and otherwise be reported in writing to the Owner at the address given in this agreement to reach the Owner within forty-eight hours of the said breakdown or the fault, defective, or unsatisfactory working of the equipment.
10. No repairs or adjustments to the equipment or replacement of any parts thereof shall be carried out by the Hirer without the authority in writing of the Owner.
11. Punctures, damage to tyres, wear and tear of all cutting or wearing edges shall not be considered as fair wear and tear but shall be charged to the Hirer. Cleaning charges will be charged where necessary.
12. The Owner accepts no liability for any loss or damage or personal injuries arising from the non-delivery or non-operation of the equipment or for damage caused by it.
13. The Hirer shall be responsible for the equipment for the entire period of hire, which commences from the date the equipment leaves the Owner's premises, and continues until it is received back there, and shall make good to the Owner all losses or damage to the equipment, fair wear and tear expected.
14. The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to persons 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 arising under statute or common law. The Hirer must not allow plant to be operated by anyone without adequate qualification or training.
15. Plant not returned will be charged for at manufactures current price list. Hire fees incurred up to the time the loss was notified to the Owner will not be taken into account. Hire fees will continue until the Owner is able to replace or repair the lost plant.
16. Plant must not be moved from the original site specified without the knowledge and consent of the Owner.
17. The 'Deposit' (equipment) herein before referred to is not a deposit part-payment in advance of hire, advance hire or any charges specified in this agreement and the Hirer shall not be entitled to appropriate or setoff same against the hire, advance hire or any charges so specified and it is held by the Owner on account of the equipment and may be appropriated by the Owner against the replacement of repair of same in the event of the damage, loss or destruction of same.

18. Where we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of delivery. Where no such facilities have been granted, payment will be made prior to delivery/collection of the goods. If payment is not made when due, we will be entitled to interest on the amount of 4% per annum calculated on a daily basis on the outstanding amount.
19. The contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.

CONDITIONS OF SALE

1. The contract is the document or documents that set out these conditions and all other details about your agreement with us. "We" means the seller of the goods. "You/Your" means the buyer of the goods. "The Goods" means all goods to be sold by us to you. The "Recipient" means the person, firm, company, co-operation for public authority to whom the goods are delivered when it is not you. These conditions exclude any conditions you may have put forward, except where we have agreed to pay amendments or other conditions in writing. These conditions do not affect the statutory rights of a person dealing as a consumer as defined by the European Community's (unfair terms in consumer contracts) Regulations 1995.
2. The contract comes into being when you have placed an order and accepted the equipment and have agreed to be bound by these conditions.
3. Where we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of delivery. Where no such facilities have been granted, payment will be made prior to delivery/collection of the goods. If payment is not made when due, we will be entitled to interest on the amount of 4% per annum calculated on a daily basis on the outstanding amount.
4. You, or the recipient on your behalf, will receive and unload the goods and should check them for quality and condition in the presence of the carrier. If there is a shortage or if any of the goods are in an unsatisfactory condition, you or the recipient must inform the carrier and must give a separate written note of this within 24 hours of delivery. If this condition is not observed, no claim in respect of shortage or of unsatisfactory conditions of goods will be entertained.
5.
 - 5.1 The risk in the goods will pass onto you immediately on delivery/collection of the goods to you or the Recipient.
 - 5.2 The ownership of the goods will remain with us, and we reserve the right to dispose of the goods until you have paid in full for all goods which have been supplied to you. Until such payment has been made in full you will hold the goods on our behalf and to our order and you will be under obligation to return the goods to us on demand. Upon breach by you of any of the terms in this contract, or upon your insolvency or presentation to court of a petition of your bankruptcy, we will be entitled to rescind or terminate this contract and immediately repossess the goods.
6.
 - 6.1 All times, which we state, for delivery are approximate.
 - 6.2 We will not be liable for any delays caused by circumstances beyond our control.
 - 6.3 We will not be liable for any indirect loss, loss of business, profits, savings you expect to make, wasted money, wages, fees or expenses, due to late delivery, non delivery, unsuitability, breakdown or stoppage of any goods or any part of them.
7. Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as, a failure or waiver of our rights.
8. If any term in this contract is held as invalid it shall not effect the validity of the remaining terms.
9. The contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.