

Conditions of Hire, Sale and Repair

1. Definitions and General

We, us – Carey Tool Hire Limited

You - the hirer or the buyer of the goods

Day - eight working hours. Week - five working days

Contract - this document which comes into effect when we accept your order.

These conditions override any other terms and conditions unless agreed by us in writing. If you deal with us as a consumer these conditions do not effect your rights. This Contract will be governed by the laws of Ireland and the Irish Courts shall have jurisdiction.

2. Hire Charges

You must pay the hire charges shown overleaf starting at the time of the Contract and continuing until either we give you an off-hire number or a returns docket whichever is earlier. Charges are worked out on a weekly or daily basis in accordance with the definitions above. You will be charged for Saturdays but not Sundays and Public Holidays.

3. Payment Terms

(a) Payment is on a cash on delivery basis. In the case of hire goods we may request an/or repeated open cheques or credit card details from you which under this agreement you authorise us to complete for immediate and subsequent payments.

(b) If we agree credit terms you must ensure payment is received by us before expiry of those terms. You must notify us in writing of any queries regarding invoices within 10 working days of the end of invoice month. There will be no extension to credit terms for unresolved queries that have been notified after this period.

4. Delivery and Collection Charges

You must pay us any agreed charges for delivering or collecting the goods. If you cause additional unreasonable time delays in the collection or delivery of goods you must pay any extra costs incurred.

5. Responsibility When Hiring Goods

- a. You must make sure everyone who uses the goods is properly instructed on their correct and safe use.
- b. You must load and unload the goods although we may be able to provide a member of staff to assist you.
- c. You are responsible for the goods once you receive them. You must protect the goods to include keeping them safe from weather, theft, vandalism or improper use. Once you receive an off-hire number you will no longer be charged for the goods however your responsibility for the goods continues until we have either physically collected the goods and have given you a signed receipt or have given you a returns docket. You must not sell or in any way give up control of the goods.
- d. You will be responsible for any death, injury, loss or damage caused by the goods being misused or carried incorrectly while they are hired by you.
- e. You must inform us in writing if you intend to move the goods to another location than that agreed with us.

6. Electrical Goods

If you need to change the plugs or sockets of the goods this must be done by a competent person and all goods must be returned in 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. You must comply with all regulations and standards that apply to the goods.

7. Maintenance, breakdown procedures, accidents

You must keep the goods clean and look after daily maintenance. Any breakdowns must be reported immediately. You must not repair the goods but return the goods to us and we will try and replace or repair them as soon as reasonably possible. If you return goods damaged or unclean you must pay our reasonable costs or repairing and/or cleaning. You must tell us immediately in writing if the goods are involved in any accident resulting in damage to the goods or other property, or injury to any person.

8. Limits of our Liability

(a) New goods are subject to manufacturers' warranty only. There are no guarantees and/or warranties when you buy second-hand goods.

(b) Times quoted for delivery or collection are approximate.

(c) We will not be liable for delays caused by circumstances beyond our control.

(d) We will not be liable for any indirect loss to include loss of business or profits, savings you expected to make, wages, fees or expenses caused by the breaking down of the goods or any part of them

9. Failure to Collect Goods for Repair

If you leave goods into us for repair but fail to collect them within 3 months the ownership of the goods will transfer to us. If you do not wish to proceed with a repair having received an estimate of costs, you must collect your goods within 7 days of having been notified. Otherwise the items will be discarded.

10. Insurance, Payment for goods lost, stolen or damaged.

If you fail to return hire goods to us when requested we will transfer the goods to a sale item and you will be charged the cost of replacing the goods you should insure all goods for replacement costs.

11. Ending this Contract

We may end this contract if you fail to make payment or in any other way break this contract, become bankrupt, enter into an arrangement with any creditor or if you are a company, you go into liquidation or have a receiver appointed. Ending this contract will not effect claims we may have to money owing to us or to the goods themselves.

12. Our Rights of Access

If we need to inspect, test, repair, service, replace or repossess the goods then at any reasonable time and after reasonable notice we may enter any land or premises (other than your home) where we reasonably believe the goods to be. In the event that we need to repossess the goods you must pay our costs in recovering the goods from you.

13. Ownership of Goods

We own the goods until you have paid for them in full. Until you have paid for all the goods received, you hold all goods supplied by us on trust for us. If you sell on any goods before you pay for them you must hold any money you receive for those goods in trust for us.

14. Returns

Goods can only be taken back upon production of the invoice and a restocking charge of 10% will apply to all returns of goods subject to a minimum charge of €10 together with any delivery/collection charges. This applies to all transactions unless agreed in advance in writing on each and every occasion. You must retain and furnish if requested a copy of proof of return of goods signed by us in order to receive a credit or refund.

15. Separate Terms, Waiver

If any term of this contract cannot be enforced, this will not effect the remaining terms. A decision by us not to enforce any of our rights will not prevent us from enforcing those or other rights we may have at a later time.