



## Cross Hire Limited

Refrigeration, Heating & Air Conditioning - Total Hire Solutions

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## Terms and Conditions

### General Conditions for the Hiring of Equipment

#### 1. DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "**We**" and "**Us**" mean Cross Hire Ltd. "**You**" means the person, firm, company, corporation or public authority or body to whom we supply Equipment on hire. "**Equipment**" means the hired items referred to in the Contract. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by current legislation. The Contract will be governed by and interpreted in accordance with Irish law.

#### 2. BASIS OF CHARGING

You will pay the hire charges stated in the Contract. Hire charges will begin at the time stated in the Contract and will continue during the period of hire until we have given you a collection or off-hire number, or until you have restored the Equipment to us in a clean and serviceable condition and we have given you a receipt for it. All time is chargeable

including Saturdays, Sundays and Bank Holidays. All charges are payable on demand.

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 invoice. Where no such facilities have been granted, payment will be with your order, or where previously agreed, on delivery.

If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of Bank Of Ireland PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or Equipment.

#### 3. DELIVERY AND CARRIAGE CHARGES

Hire charges do not include carriage. You will pay to us any agreed charges for delivering or collecting Equipment. Delivery and collection charges must be paid with the first hire invoice. Where we quote carriage charges, these include only for the time required to load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.

#### 4. HIRE CHARGES & HIRE PERIOD

a) Hire Charges are payable during the Hire Period.

b) The Hire Charges as stated or quoted are exclusive of VAT and are subject to change on 28 days written notice either before or during the Hire Period. Any discounts deductions or rebates agreed are only available if the Hire Charges are paid by the due date.

c) Hire Charges stated or quoted are applicable to the quantity, specification, delivery dates, length of hire and information provided by you. If the order placed varies or delay is caused by your instructions or lack of

instructions we shall be entitled to adjust the Hire Charges. Additional charges will be made for the supply and fixing of accessories, extras or additions.

d) Minimum Hire Periods apply as stated or quoted and no refund or credit is given if the hire terminates early for whatever reason.

e) If a minimum hire period discount is provided at the start of the contract for the agreed minimum hire period. Should the hire continue past the minimum hire period the same discount applies for the entire length of that contract until terminated.

f) It is the hirers responsibility to off-hire the equipment when they have finished using it. Cross Hire will continue to charge a weekly hire rate until the hirer contacts Cross Hire to obtain an Off-Hire confirmation.

g) If you cancel the hire order within 24 hours before dispatch, we will be entitled to levy a fee equivalent to 1 weeks hire plus aborted delivery cost.

## **5. PURCHASE OF HIRE EQUIPMENT**

If you subsequently purchase the Equipment no credit will be given for Hire Charges, including minimum hire charges, which have already accrued and further Hire Charges shall continue to accrue until you have paid to us the agreed purchase price.

## **6. WHEN THE CONTRACT COMES INTO BEING**

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.

## **7. SAFETY AND INSTRUCTIONS**

It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused.

## **8. WHEN YOUR SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE**

Where for administrative convenience you or your agent are requested by us to sign a receipt for the Equipment before it is handed over, you or your agent will be given the opportunity to examine the Equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

## **9. RESPONSIBILITY OF HIRER (Your Responsibility)**

(i) You will be responsible for the loading and unloading of the Equipment at the address specified by you. You will also be responsible for the loading and unloading of the Equipment at our premises when the Equipment is transported by you or your agent. If we supply any person to assist you he will be under your control at such times.

(ii) Your responsibility for the Equipment begins when you or your agent receive the Equipment. If it is delivered to you, your responsibility begins on delivery. Your responsibility includes safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the Equipment or making clear arrangements with us for the collection of the Equipment at the end of hire. Your responsibility ends only when the equipment has been returned or collected and you have our unqualified receipt for all of the Equipment. You must not sell or otherwise part with control of the Equipment.

(iii) You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage or loss of property whatsoever (other than the Equipment itself, which is governed by Conditions 13 and 14) arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence.

a) During the Hire Period you will not, without the written consent of a Company Signatory remove the Equipment from the site to which it was delivered or sublet or part with possession of any of the Equipment.

b) During the Hire Period you will not repair alter or modify the Equipment or interfere with our identification marks on the Equipment or any of our signage attached to the Equipment

c) During the hire period the hirer is responsible for operating the equipment in strict accordance with the operating instructions. Any damage arising from failing to adhere to operating instructions will be the sole responsibility of the hirer.

## **10. ELECTRICAL EQUIPMENT**

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of Current Electrical Legislation regarding equipment use during the period of your responsibility for the Equipment as defined in Condition 8 (ii) of these Conditions.

## **11. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING**

You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

## **12. LOCATION OF EQUIPMENT**

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise.

## **13. RETURN OF EQUIPMENT – (OFF HIRE)**

a) Hire Charges continue and the Equipment remains your responsibility until the Equipment is Returned to Us.

b) We require a minimum of 1 (2 in the week before Easter and Christmas Bank Holidays) Working Days notice before the receipt of that notice you will be provided with an Off Hire Number but hire charges continue until the equipment is returned.

c) If the Equipment is to be collected by us and is in a Satisfactory Condition when we attend to collect it Hire Charges will cease on expiry of the notice given by you.

d) We will count the Equipment on its return to verify quantity and issue an Off Hire Note. You may attend this count. Unless we receive written notice of any dispute within 3 Working Days of Your receipt of the Off Hire Note, the Equipment will be deemed returned to us in the quantities shown. The count is not an inspection of the condition of the Equipment. Equipment remains your responsibility until actual collection occurs.

e) Equipment such as Boilers & Chillers must be returned in the same manner in which they were delivered; under no circumstances can any form of equipment including hose & fittings be stored inside the units.

#### **14. REPAIR AND MAINTENANCE**

a) Allowance will be made in relation to the Rental to you for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that you inform us as soon as practicable of the breakdown.

b) A callout charge of a minimum of " 65 (Sixty Five Euro) will be levied in the event of any request for repair resulting from operator error or failure to adhere to operating instructions on the part of the hirer.

c) You shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by us arising from any breakdown of the Hire Goods due to your negligence, misdirection and/or misuse of the Hire Goods.

d) We will at our own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. You will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of us while carrying out routine maintenance and/or repairs. You will at all times allow our engineer or representative access to site to inspect, maintain or repair the equipment.

e) You must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by us.

#### **15. LIMITS OF OUR LIABILITY**

(i) All times which we state or quote for delivery or collection are approximate.

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

(iii) We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

#### **16. INSURANCE AND YOUR RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT**

You will pay to us the replacement cost of any Equipment which is lost or stolen or damaged beyond economic repair. You are advised to insure the Equipment on this basis. You will hold in trust for us and pay to us on demand all money you receive from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the Equipment. You must not compromise any claim without our express consent.

#### **17. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT**

(i) You have full responsibility for the care and safekeeping and return in good order of the Equipment.

(ii) You will pay to us all costs we incur in rectifying any Equipment returned damaged or unclean. Additionally you will pay for our financial loss until such rectification is complete.

(iii) Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

#### **18. TERMINATION OF HIRE**

We will be entitled at any time if you break this Contract or if any proceedings are commenced in which your solvency is called into question to terminate this Contract with immediate effect and to repossess any or all of the Equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract.

#### **19. OUR RIGHTS OF ACCESS**

You authorise us to enter any land or premises where we reasonably believe any Equipment to be in order to inspect, test, repair, replace or repossess it.

#### **20. RIGHTS RESERVED**

Any failure by us to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

#### **21. SEPARATE TERM VALIDITY AND HEADINGS**

If any term in this Contract is held invalid this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.