

**TERMS AND CONDITIONS OF DRY HIRE (WITHOUT OPERATOR)**

1. The Hirer shall be responsible for the safe custody and security of all equipment hired from the Hiring Company, from the time of delivery at the Hirer's site / collection from Hiring Company Depot and up to and until final collection / return to Hiring Company Depot is affected by the Hiring Company, its servants are agents.
2. The Hirer shall make all necessary and adequate arrangements to protect the hired equipment while same is in his custody.
3. Upon delivery / collection of the equipment, the Hirer shall agree with the Hiring Company that, after inspection and upon being satisfied with same, the equipment is in good order and delivered in the desired location, and shall sign a written confirmation of this immediately after inspection. Thereafter, the Hirer shall be liable for all damage howsoever caused to the hired equipment while in the Hirer's custody, caused by interference, malicious action, storm, flood, tempest or any other contingency.
4. The Hirer shall have sole responsibility in arranging for comprehensive insurance to cover public liability, employers liability, fire risks, water damage and accidental damage on the hired equipment and the Hirer hereby agrees to indemnify and keep indemnified the Hiring Company against all actions, claims, costs, demands and expenses howsoever arising as a result of any claim which may be made against it by any third party involving this agreement.
5. The amount payable by the Hirer to the Hiring Company in respect of services rendered under this Agreement shall be based on the schedule and charges as specified.
6. The Hiring Company may partially or totally suspend the delivery of its equipment during any period in which it may be prevented from carrying out such part of its contract through any circumstances falling within the ordinary meaning of force majeure, to include but not limited to strikes, difference with work-persons, act of God, storm, flood, tempest or any cause outside the reasonable control of the Hiring Company. The Hiring Company shall not be under any liability, consequential or otherwise, arising out of its failure to deliver by a specified date which is directly or indirectly attributable to such event.
7. The Company shall be under no obligation or liability in respect of failure to complete its contract with the Hirer on time in respect of any delay or failure in delivery of the hired goods which may occur.
8. The Hirer acknowledges that adequate information about the use and safety of equipment is available. The Hirer shall only allow drivers or operators who are competent in operating the equipment operate the equipment.
9. Deposit payment of a sum shall be for the purpose of discharging any final liability, whether prospective or actual of the Hirer to the Hiring Company under the contract. The Hiring Company may at its discretion at any time treat any such sum as being held for the discharge of the Hirer to the Hiring Company under the contract and the Hiring Company shall not be under any obligation to refund such sum or any unapplied part of it until the Hirer has no further liability whether prospective or actual to the Hiring Company under the contract.
10. This agreement shall not come into force until it has been signed on behalf of the Hiring Company and unless and until any deposit prescribed by the Hiring Company has been paid by the Hirer.
11. TERMS OF PAYMENT - credit card / debit card in respect of the invoice furnished by the Hiring Company to the Hirer shall be paid by the said Hirer prior to collection / delivery of the

## LIFFEY GLASS TRANSPORTING COMPANY LTD & LIFFEY CRANE HIRE LTD

- hired equipment unless alternative arrangements have been agreed in writing between the Hiring Company and the Hirer. The Hiring Company reserves the right to store the Hirer's debit card / credit card details on file and further reserves the right to use such details against additional rental or any loss or damage caused to the equipment including any replacement cost.
12. Should confirmation of an Order not be received from the Hirer by the Company in writing then the Hiring Company shall be under no obligation whatever in respect of failure to fulfil any purported Agreement between them.
  13. These terms and conditions shall apply to all hiring's and no variation or purported variation whether before or after the making of this agreement shall effect, unless expressly agreed in writing by the Hiring Company.
  14. If payment in full has not been made, the Hirer shall pay all outstanding monies plus interest as calculated at a rate of interest equal to 2% above the Dublin interbank rate pertaining at the time.
  15. The contractual rights (if any) which the Hirer enjoys by virtue of section 12, 13, 14 and 15 of the Sale of Goods Act 1893 (as amended) are in no way prejudiced by anything contained in these terms and conditions save (if the Hirer is not dealing as a consumer) to the extent permitted by Law.
  16. The laws of the Republic of Ireland shall in all respects apply to all contracts made between the Hirer and the Hiring Company.