

## Terms & Conditions

### THE FOLLOWING TERMS & CONDITIONS APPLY TO ALL HIRE AGREEMENTS. IF YOU HAVE ORDERED EQUIPMENT & SERVICES FROM US YOU ARE AGREEING TO ALL OF THE CONDITIONS HEREBY SET OUT.

**Description of Terms:** Where the term 'the company' is used it refers to compu-HIRE Limited, Unit 4 Block G Greenogue Business Park, Rathcoole, Dublin 24. Ireland. Where the term 'hiree' is used it refers to the person, company or organisation hiring the goods.

**All equipment is hired on the following terms & conditions.**

This agreement succeeds any other verbal or previously issued written agreement. The equipment remains the property of the company at all times. All steps to carefully store, protect and properly use the equipment will be taken by the hiree throughout the hire period and until collection has been made. The hiree agrees to provide adequate insurance and security to cover all equipment hired for the entire hire period and until collection has been made. The hiree shall make known to any insurance or security company the interests of compu-HIRE with regard to any equipment hired.

**Contract of Responsibilities:** Responsibility for loss, damage, theft or any other condition which renders the equipment unfit for immediate use, rests entirely with the hiree. Liability for equipment begins at the point of exchange, delivery or acceptance of the equipment by the hiree or one of its agents, regardless of location. Where clients are not available to Check & Sign for deliveries the hiree accepts that the order is delivered in full compliance with the agreed requirements. Liability remains with the hiree until the company has received the equipment into its possession, irrespective of any agreed collection time, location or arrangements. The full cost of repair or replacement will become due on return of the equipment or failure to do so, where repair or replacement is necessary.

**Technical Support:** All equipment is supported throughout the hire period. All requests for technical support should be made directly to the company without delay. Under no circumstances will the hire contract be altered in any way, either during or after the contract expires where no request for support has been received by the company. The hiree should be aware of the exact details of the support package agreed with the company. Where our standard 4-6 hr on-site support package is agreed we specify the following:

(a) the first response for technical Support is delivered via Telephone and if possible by Remote Login, response time begins when an email for support is logged with the company. (b) where your Technical Support Package includes On-site Technical Support, such visits will be carried out during normal business hours 0830 hrs - 1730 hrs Mon - Fri. (c) where replacement equipment is required, this will be subject to availability. (d) the company accepts no liability whatsoever for failure or mal-function of the equipment, or any responsibility or liability for losses, costs or damage howsoever caused, arising from the hire of equipment or provision of services of any kind (e) The hiree should ensure persons using equipment are familiar with its operation, User and Operator errors which generate unnecessary calls for Technical Support will be billed at €85.00 +vat per hour (Mon-Fri) and €145.00 +vat per hour outside of these times.

**Contracts:** Normally a billing period begins at the time of delivery of goods to the location stated by the hiree and ends at the time agreed by the hiree, otherwise all billing periods shall begin at 0900 hrs on the first day of hire and end at 1730 hrs on the last day of the hire period. The contract of hire remains in force until all of the equipment has been received into the possession of the company. Where third party suppliers provide additional services the company accept no responsibility for these services and where our services interact with other services or suppliers we are not responsible for charges, costs, damages or any other liability under any circumstances. Where a third party is a telecoms provider it is the responsibility of the 'hiree' to ensure that they are satisfied with the costs and terms of such services, in addition unless otherwise requested by the 'hiree' in writing our nominated telecoms provider is eircom plc. and rates charged may not necessarily reflect the rates published by this provider, particularly where additional suppliers may be involved e.g. hotel or venue.

**Specification of Requirements:** The company accepts no responsibility for the 'specification of requirements' in behalf of its clients. The 'hiree' is required to provide specific details and quantities pertaining to their requirements, as a supplier only, we do not provide consultancy services. The 'hiree' should employ a professional consultant to provide an adequate determination of their specific requirements prior to entering into any contract of hire with the company.

**Delivery & Collection:** These times are approximate in all cases and whilst the company shall endeavour to deliver and collect equipment at the times shown, circumstances beyond our control may affect punctuality, therefore, the company accepts no responsibility for loss, damage, inconvenience, disturbance etc. where delivery or collection cannot be achieved punctually the company shall still be deemed to be fulfilling its obligations to its clients in all respects.

**Health & Safety:** It is the policy of the company to install all equipment by our trained technicians, where the hiree chooses to install equipment themselves every care should be taken to carry out all work in a professional and competent manner in order to protect individuals and equipment, special care should be taken when working with heavy, bulky or awkward equipment, electrical equipment or data sensitive equipment. The installation of equipment is carried out to the highest standards, however sites which may operate for more than 3 days should undertake regular safety inspections to ensure the Work Area for persons using the equipment is secure, safe and remains hazard free. It is entirely the responsibility of the Hiree to ensure the safe upkeep of such working areas. Should the Hiree request assistance to remedy any work space or installation they may contact us for support and advice. As the Company provides Equipment Hire and Installation Services only it does not provide Facility Management Services or Health & Safety inspection services. The Hiree agrees to indemnify the Company entirely of any liability arising from failure to comply with Health & Safety issues within their premises or rented facility. The Company operate a policy of photographing and archiving site images of installations carried out by their technical staff for training, quality assurance, verification and safety standards.

**Data Management:** At the point in which data is placed on a computer or device such Data becomes the property of the Company for the sole purposes of destruction. No data will be deemed to have any value, monetary, intellectual or otherwise unless a specific contract is agreed separately. The hiree is strongly advised to create adequate and secure backups of all data on a Third Party Service independent of any equipment hired from the Company and is further advised to remove or delete data as and when they deem prudent. No responsibility will be accepted for loss, damage or inconvenience due to the loss of data as a result equipment failure, data or equipment destruction or loss of equipment.

The equipment hired must only be used for legitimate and legal purposes, prosecution may arise against any individual or company involved in illegal use of the equipment hired. It is the policy of the company to comply with all law enforcement agencies in their enquiries both local and international. All materials, documents, files, images or any other data found on hire equipment may become the subject of evidence in a prosecution case, and wherever possible, such evidence will be made available to any authority seeking it. The company offers no guarantee of compliance with any Internet, Email or Data Policies which may be in force within your organisation, you must ensure such policies are implemented and maintained to a satisfactory level by your own means. The company accept no responsibility for damage, loss, injury or destruction howsoever or by whosoever caused through the use of the equipment supplied.

**Collection of Payment:** We accept all major credit cards. Where a credit card has been supplied as payment, the company accepts such method of payment as the primary means of payment the hiree has chosen to use for the settlement of all present and future transactions, and therefore permission is given by the cardholder to debit amounts due for the settlement of accounts as they become due, without requiring further verification or additional authorization from the cardholder. Contracts may be extended with the permission of the company. A pro-rata of the daily or weekly rate will be due on any equipment extended for hire. Where a daily rate is agreed the daily rate applies, where a weekly rate is agreed the weekly rate applies regardless of the period of the extension to your contract. The pro-rata rate applies to all equipment not available for collection at the time specified or the date specified in the hire contract. Unless otherwise agreed all payments must be made upon delivery. Where a credit card is given all amounts due and new amounts will be debited from your account. All amounts due for payment shall be made available upon request. Additional costs incurred in collection of payment or collection of equipment, outside the terms and conditions agreed will be added. Late or delayed payments are subject to a levy of 7% above the ECB main refinancing rate per calendar month in accordance with the European Communities Directive in Late Payments in Commercial Transactions Regulation 2002.

**Cancellations:** All cancellations of bookings must be provided in writing 10 working days in advance of the hire dates. Cancellations after this period or during hire contracts are not accepted under any circumstances and the full amount for the hire contract will become due. However, where removal of the equipment is requested every effort will be made to effect removal without delay.

**Special Hire Contracts:** A special hire item is any piece of equipment not readily available from our fleet of equipment and requires fast acquisition from our suppliers which usually incurs additional costs and inconvenience. No provision for cancellation can be made for special hire items or rapid response items, and the full amount of the hire contract will become due immediately. Where a rapid response item has been ordered the minimum hire rate is €100.00 and no cancellation is accepted.

**On-Site Failures:** No provision for cancellation or alteration of the hire contract exists where failure of 3rd party technology, cabling, systems or infrastructure occurs.

**The Right of Company:** The company reserves the right and permission is herein received to collect, retrieve or repossess all hired equipment at any time. We reserve the right to enter any premises where equipment may be stored and collect any equipment without delay or obstruction. In the event of the hiree being a company which is the subject of an examinership or where the winding up or liquidation of the company is being entered into, voluntarily or otherwise, then compu-HIRE Limited shall be regarded as a 'preferential creditor' and shall be granted all rights as such. This contract applies to all hire agreements and is applied to all transactions irrespective of the location of the hiree, the contract originates in the Republic of Ireland and all claims shall be dealt with under Irish Law.

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