

Hire Agreement

This equipment hire agreement (this “agreement”), Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Between **GLENMARA CONTRACTS & HIRE** of 15A Lower Ballinderry Road BT28 2ER (the “Owner”) and **NAME:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of **ADDRESS:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “hirer”) for the Hire of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (equipment) for a minimum period of \_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue on a Hourly / Daily / Weekend / Weekly / Monthly (delete as appropriate) basis.

The Hire cost for the equipment excluding VAT will be £\_\_\_\_\_\_\_\_\_ (the “rent”) and will be paid prior to taking possession of equipment. Additional charges will be invoiced within 2 Working days of return.

The hirer agrees to abide by all terms & conditions of hire as set out by the Owner, including the payment of late charges fines and fees, including terms agreed in the Hire agreement policy.

**NOTICE TO HIRER:** This is a Lease; you are not buying the equipment. Values other than rent paid or being paid to the owner: invoice for repair of damage, Late Return fee, Non-payment of Credit account (5% administrative charge per month after the invoice due date), Cleaning Charge (per item of equipment), Re-Fuelling charge (price per lire of fuel, PLUS charge). These charges are subject to change.

In agreement whereby (owner) GLENMARA CONTRACTS & HIRE & (hirer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have duly affixed their signatures on this day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Digital signatures are binding and are considered to be original signatures.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(HIRER-BLOCK CAPITALS) GLENMARA CONTRACTS & HIRE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(HIRER- SIGNATURE) (OWNER- SIGNATURE)

The owner and hirer are the “parties”

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner on the following terms:

**Definitions**

1. The following definitions are used but not otherwise defined in this Agreement:
2. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
3. "Equipment" item being hired at current market value.
4. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

**Hire**

1. The Owner agrees to hire the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

**Term**

1. *Daily hire* = 24hour period, *Weekend hire* = collection after 12pm Friday to be returned by 10am Monday, *Weekly Hire* = to be returned 1 week after collection by 10am on day of collection (eg collected on Tuesday to be returned the following Tuesday by 10am), *Monthly Hire* = 28 days/ 4 weeks return by 10am. *Hourly hire in regards to forage harvester is Engine hours from the harvester leaves our yard.*

4. Term period daily runs for a 24hour period, weekend, weekly and monthly term periods, start at 12pm on day of commencement and ends 10am on day of return.

**Rent and Deposit**

5.The Hire cost for the Equipment, is exclusive of VAT and the Rent will be paid prior to the Hirer taking possession of the Equipment.

6.The Hirer will pay a deposit of FULL HIRE AMOUNT (the "Deposit") before taking possession of the Equipment. The Owner will refund the Deposit to the Hirer at the end of the Term provided that the Hirer has performed all of the Hirer's obligations under this Agreement.

**Use of Equipment**

7.The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

8.The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

9.Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

**Repair and Maintenance of Equipment**

10.The Hirer will, at the Hirer's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Hirer will supply all parts that are necessary to keep the Equipment in such a state.

11.If the Equipment is not in good repair, appearance and condition when it is returned to the Owner, the Owner may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Owner will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Hirer written notice of and invoices for the said repairs. Upon receipt of such invoices, the Hirer will immediately reimburse the Owner for the actual expense of those repairs. If payment is not received legal action will be taken.

12.The Hirer is obligated to return the equipment in a clean, hygienic manner, and where fuel is involved, leave the equipment fully re-fuelled or be charged a cleaning charge and invoiced for the fuel to be reimbursed to the owner immediately.

**Loss and Damage**

13.To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.

14.If the Equipment is lost or damaged, the Hirer will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.

15.In the event of Total Loss of the Equipment, the Hirer will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Hirer.

**Ownership, Right to Lease and Quiet Enjoyment**

1. The Equipment is the property of the Owner and will remain the property of the Owner.

17.The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

18.The Owner warrants that the Owner has the right to lease the Equipment according to the terms in this Agreement.

19.The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Equipment or the Hirer's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

**Insurance**

20.The Hirer will, during the whole of the Term and for as long as the Hirer has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment and will name the Owner as the loss payee.

21.The Hirer will, during the whole of the Term and for as long as the Hirer has possession of the Equipment, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment.

22.Upon written demand by the Owner, the Hirer will provide the Owner with an original policy or certificate evidencing such insurance.

23.If the Hirer fails to maintain and pay for such insurance, the Owner may, but is not obligated to, obtain such insurance, but if the Owner does obtain such insurance, the Hirer will pay to the Owner the cost of such insurance upon notification from the Owner of the amount.

**Indemnity**

24.The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Equipment.

**Default**

25.The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

1. The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
2. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of the United Kingdom.
3. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

**Remedies**

1. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"):
 a.Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer.
2. Apply the Deposit toward any amount owing to the Owner.
3. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
4. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law.The Hirer waives any and all damage occasioned by such taking of possession.
5. Terminate this Agreement immediately upon written notice to the Hirer.
6. Pursue any other remedy available in law or equity.

27.The Hirer is entitled to the protection and remedies available to them under the Consumer Credit Act 1974.

**Assignment**

28.THE HIRER WILL NOT ASSIGN THIS AGREEMENT, THE HIRER'S INTEREST IN THIS AGREEMENT OR THE HIRER'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.

29.If the Hirer assigns this Agreement, the Hirer's interest in this Agreement or the Hirer's interest in the Equipment without the prior written consent of the Owner, the Owner will have recourse to the Remedies and will be entitled to all damages caused by the assignment.

**Entire Agreement**

30.This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

**Payment**

31.All pound amounts in this agreement refer to pounds sterling, and all payments required to be paid under this Agreement will be paid in pound sterling unless the Parties agree otherwise.

**Interpretation**

32.Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

33.This Agreement will be construed in accordance with and governed by the laws of Northern Ireland and the Parties submit to the exclusive jurisdiction of the Northern Irish courts.

**Severability**

34.If there is a conflict between any provision of this Agreement and the applicable legislation of Northern Ireland (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

35.In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

**General Terms**

36.This Agreement may be executed in counterparts. Digital signatures are binding and are considered to be original signatures.

37.This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

38.Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

**Notice to Hirer**

39.**NOTICE TO THE HIRER:**This is a lease. You are not buying the Equipment, You are entitled to a completed copy of this Agreement when you sign it.

40.Value other than Rent paid or being paid to Owner:
 Invoice for repair of damage, late return fee (daily-rate plus £15), non-payment of credit account (5% administrative charge per month after the invoice due date), Cleaning charge (£25 per item of equipment), Re-fuelling charge (current price per litre of fuel plus £15)