

## **FERMANAGH AND OMAGH DISTRICT COUNCIL**

### **TERMS AND CONDITIONS – HIRE OF EQUIPMENT**

#### **1. General**

The 'Council' is Fermanagh and Omagh District Council. The 'Hirer/Customer' is any person or company who hires or agrees to hire from the Council. 'Goods' means goods provided by the Council in accordance with the Council's standard terms and conditions of hire. The Customer's acceptance of equipment on hire implies acceptance of our Conditions of Hire as given below.

#### **2. Retention of Title**

All goods remain the absolute property of Fermanagh and Omagh District Council and the Customer undertakes not to sell, offer to sell, assign, mortgage, charge, pledge, lend or otherwise deal with the equipment; nor allow any lien to be created on the equipment.

#### **3. Limit of Liability for Defect or Failure**

The Council's liability in respect of any defect or failure of equipment supplied on hire is limited only to making good such defect or failure by repair or replacement of the equipment at the Council's option.

#### **4. Insurance to Cover Loss or Damage**

The Hirer assumes complete responsibility for loss of or damage to the hire equipment (other than fair wear and tear) from the time the equipment leaves the Council's premises or transport, until it is returned to same. To this end, it is a condition of hire that the Hirer will arrange insurance cover to provide for the risks of; Theft, Fire, Accidental damage, Personal Injury & Public Liability, and in addition the Hirer will indemnify the Council against any and all claims for the said risks.

#### **5. Hire Charge – Late or Incomplete Returns**

In the event of the equipment not being returned to the Council on time, unless by prior arrangement with the Council, then the hire charge will continue to be levied on a daily rate basis until such time as the equipment is returned to the Council premises. If goods are returned incomplete, the Council reserves the right to invoice the hirer for the missing items. The daily rate is defined as the proportion by which the hire period is exceeded.

#### **6. Hire Charges – Lost, Theft or Damaged Equipment**

In the event of loss or theft of the hire equipment the Council will invoice the Customer in full for replacement of the equipment. In the event of damage to the equipment, the Council will, at its option, invoice the Customer in full for the repairs to, or the replacement of the equipment.

#### **7. Currency, VAT, Prices and Charges**

All hire charges are shown in £'s sterling and are subject to VAT at the current rate. We reserve the right at any time, to alter prices without notification.

#### **8. Accounts**

All customers will be required to pay the hire charges in full before hiring commences. The Council will in the case of outstanding debts, refuse to supply further goods on hire until such time as outstanding invoices are paid.

#### **9. Delivery**

The Council will not except any liability for delivery made to locations off the public highway which cause damage to the hirers property and in the event of damage being caused to the hired item due to poor access or siting conditions the Council reserves the right to recover appropriate costs.

#### **10. Collection of Hired Equipment**

Those collecting equipment must satisfy themselves as to the adequacy of their insurance cover and category of licence.

#### **11. Cancellation**

This can be requested in writing up until two working days prior to the event and a full refund of your deposit will be issued.