

- 1.1 the following words and expressions will have the following meanings:
- “Acceptance Certificate” such reports as to the condition of the Equipment issued by HIRECO (NI) LTD from time to time upon the collection or delivery of the Equipment to or from HIRECO (NI) LTD’s custody which when signed on behalf of the Hirer will be conclusive evidence as to the condition of the relevant item of Equipment at the date of the relevant report.
- “Agreement” is the agreement for hire of the Equipment created by these terms and conditions and the Schedule.
- “Agreed Condition Value” the market value of the Equipment on sale by a willing seller to a willing buyer on the assumption that the Equipment is maintained in a condition consistent with the terms of this agreement.
- “the Equipment” the trailers described in the Schedule and/or Agreement together with all ancillary equipment and documentation which may as agreed be supplied with or in connection with the same (including the TIR/MOT certificates).
- “HIRECO (NI) LTD” is Hireco (NI) Ltd, 1 Herdman Channel Road Off Duncrue Street Belfast BT3 9LG, successors and assigns.
- “the Expert” an expert who is knowledgeable about equipment of the nature of the Equipment appointed by HIRECO (NI) LTD for the purposes of this agreement.
- “the Hire Period” the period referred to in Agreement commencing on the date referred.
- “the Hirer” the party or parties identified as such in the Agreement.
- “the Schedule” means the schedule to this Agreement and each appendix thereto.
- the “Supplier” means the original Equipment manufacturer or UK Distributor.
- “the Rentals” the rental payments referred to in the Agreement.
- “Total Loss” a total loss or constructive or arranged total loss as declared by the insurers of the Equipment or otherwise.
- “RPI” means the Retail Prices Index published by the Office for National Statistics.
- 1.2 Where the Hirer comprises more than one party the obligations of all the parties constituting the Hirer under this agreement will be deemed to have been assumed by such parties jointly and severally.
- 1.3 words expressed in the singular shall include the plural and words in one gender shall include the other and the neuter as the case permits.
- 2 Agreement to hire**
- 2.1 Subject to the observance by the Hirer of the terms and conditions of this Agreement (including without prejudice to the generality of the foregoing the payment when due of the Rentals and any other sums due from time to time) HIRECO (NI) LTD agrees to rent the Equipment to the Hirer for the Hire Period in accordance with the terms and conditions of this Agreement.
- 3 Adequacy of the Equipment**
- 3.1 It is the responsibility of the Hirer to examine the Equipment immediately on its delivery to the Hirer and ensure that the Equipment is of the specification required by the Hirer and in all respects suitable for the purpose for which the Hirer intends to use the Equipment. The Hirer shall have five working days from and including the date of delivery to inspect the Equipment and except for any defects it notifies to HIRECO (NI) LTD within that period will be taken to have accepted that the Equipment is in full working order.
- 3.2 The Hirer warrants to HIRECO (NI) LTD that the person whose name and signature appears in the Agreement is duly authorised on behalf of the Hirer to bind it to the terms of this Agreement and that each person collecting or returning the Equipment is duly authorised on behalf of the Hirer to sign HIRECO (NI) LTD’s Acceptance Certificate.
- 4 Payment of the Rentals**
- 4.1 Subject to Clause 4.4, The Hirer agrees to promptly pay the Rentals and all other sums due from time to time when due without demand deduction withholding or set-off in the manner and to the account specified from time to time by HIRECO (NI) LTD. If any withholding is required to be made by the Hirer by law then the Hirer shall pay such additional amounts as Rental to ensure that the amount which HIRECO (NI) LTD receives is the full cash amount of the relevant Rental or other sum.
- 4.2 Time is of the essence in relation to the payment of all sums payable by the Hirer under this Agreement (including without prejudice to the generality of the foregoing the Rentals and any other sums due from time to time) and a failure by the Hirer to pay such sums when due will constitute a repudiatory breach.
- 4.3 The Hirer agrees that the Rentals have been calculated on the assumption that the bases and rates of Corporation Tax, Bank of England Base Rate, permitted Capital Allowances and VAT allowed or in force at the date of this Agreement will remain unchanged for the Period of Hire. If, after the commencement Period of Hire there are any changes in the bases or rates of Corporation Tax, Bank of England Base Rate, permitted Capital Allowances or VAT, then Rentals payable by Hirer shall be increased as appropriate (or an additional payment rental shall be made) so as to place the owner in the financial position (as regards this Agreement) which would have been obtained had changes occurred. The owner’s certificate of the amount of the increased rental payments or lump sum (as the case may be) shall be final and binding upon the Hirer and such payments or lump sum remain payable notwithstanding the termination this Agreement for whatever reason.
- 4.4 In the event the maintenance service and tyres are not provided by Hireco (NI) Ltd, then the Hirer’s sole right and remedy will be to withhold payment of the element of Rentals which relates to the provision of the maintenance services and tyres. The amount of this maintenance element and tyre element will be notified to the Hirer by Hireco (NI) Ltd, such notification to be conclusive and binding on the Hirer.
- 5 Use of the Equipment**
- 5.1 The Hirer shall:
- 5.1.1 treat the Equipment with reasonable skill and care;
- 5.1.2 ensure that the Equipment is used in a proper manner in accordance with any operating instructions issued in relation to the same by the manufacturer or supplier;
- 5.1.3 keep the Equipment at all times in good repair and proper working order and in particular procure that the Equipment is regularly serviced at intervals recommended by the manufacturers thereof by adequately skilled personnel and to obtain and fit all such new working parts, lubricants or other consumables as shall from time to time be required;
- 5.1.4 keep throughout the Hire Period an accurate record of the use of the Equipment and the maintenance carried out in relation thereto;
- 5.1.5 advise HIRECO (NI) LTD forthwith upon any damage being sustained by the Equipment and notify HIRECO (NI) LTD in writing of the nature, extent and circumstances surrounding such damage within 7 days of such occurrence;
- 5.1.6 co-operate with HIRECO (NI) LTD in the compilation from time to time upon the request of HIRECO (NI) LTD of interchange condition reports if the Equipment is deposited for servicing, maintenance and possible repairs;
- 5.1.7 operate the Equipment in accordance with all appropriate legislation including any relating to Health and Safety, and in accordance with any ‘O’ licence requirements;
- 5.1.8 permit HIRECO (NI) LTD and its agents to inspect the Equipment at any time on 24 hours notice;
- 5.1.9 permit HIRECO (NI) LTD and its agents to fix plates identifying the ownership of the Equipment at any time and not to remove, deface or otherwise obscure such plates.
- 5.2 The Hirer shall not:
- 5.2.1 use the Equipment for the carriage of loads in excess of the plated weight of the vehicle;
- 5.2.2 use the Equipment for the carriage of goods other than in a manner whereby the weight of the goods carried is evenly distributed over the entire floor space of the Equipment;
- 5.2.3 carry on the Equipment any goods materials or produce which might render the Equipment unsuitable for carrying other goods;
- 5.2.4 use the Equipment in any manner infringing any statute, regulation or order relating to the driving and or use of the Equipment (whether in relation to carriage of goods or otherwise) so as to cause danger to the public or to persons in or on the Equipment or risk damage to the Equipment or in any manner which may render the Equipment liable to seizure, confiscation or detention;
- 5.2.5 take the Equipment outside the United Kingdom without the prior written consent of HIRECO (NI) LTD. Otherwise the Hirer is liable for all costs incurred while the Equipment is outside the United Kingdom;
- 5.2.6 attempt to make any alterations to the Equipment unless authorised to do so by HIRECO (NI) LTD in writing;
- 5.2.7 remove, mutilate or obliterate any owner’s plates, marks, seals or writing on the Equipment.
- 5.3 The Hirer agrees that its obligations pursuant to sub-clauses 5.1 and 5.2 shall be in addition and without prejudice to any separate arrangements or agreements between HIRECO (NI) LTD and the Hirer or any other party in relation to the maintenance of the Equipment and no default by HIRECO (NI) LTD under the terms of such arrangements or agreements (if any) shall in any way abrogate the liability of the Hirer under this agreement or permit the Hirer to exercise any right of set-off, deduction or counterclaim.
- 6 Insurance**
- 6.1 The Hirer shall at its own expense throughout the Hire Period:
- 6.1.1 insure and keep the Equipment insured in the joint names of the Hirer and HIRECO (NI) LTD for its full replacement value against all risks on a comprehensive policy with HIRECO (NI) LTD named as first loss payee;
- 6.1.2 insure and keep insured the Hirer and HIRECO (NI) LTD as joint assures against all liabilities to third parties for death, personal injury and damage to or loss of property arising directly or indirectly out of the use or possession of the Equipment and all other compulsory risks under the terms of the Road Traffic Act 1988 or any modification of re-enactment thereof for such amount as is prudent in all the circumstances. To the extent that any such policy of insurance may be insufficient, inoperative, void or voidable the Hirer shall fully indemnify HIRECO (NI) LTD from and against all loss, damage, costs, claims, liabilities and actions including, but not limited to, all legal costs on a full indemnity basis:
- 6.1.3 ensure that the insurance policy provides that the interests of HIRECO (NI) LTD are not invalidated by any act or omission or breach of warranty or misrepresentation of the Hirer or its servants or agents; and
- 6.1.4 ensure that the insurance policy provides a waiver by insurers of any right of subrogation against HIRECO (NI) LTD and of any right of contribution from any other insurance carried by HIRECO (NI) LTD.
- 6.2 The Hirer agrees:
- 6.2.1 to pay punctually all premiums due for such insurances and to produce to HIRECO (NI) LTD on demand the relevant policy or policies therefore and a receipt from the relevant insurer for the last premium thereunder;
- 6.2.2 in default by the Hirer of its obligations under sub-clause 6.2.1 HIRECO (NI) LTD may (without being under any obligation to do so) make the payments referred to in such sub-clause and recover the same from the Hirer;
- 6.2.3 to appoint HIRECO (NI) LTD as its agent (should HIRECO (NI) LTD elect to become the same) to negotiate the settlement of any insurance claim relating to the Equipment and the Hirer agrees hereby to abide by such settlement;
- 6.2.4 to hold on trust for HIRECO (NI) LTD any payment from any insurers of the Equipment paid to the Hirer and to segregate such payment from its own monies pending payment to HIRECO (NI) LTD;
- 6.2.5 that if the Equipment is not a Total Loss, any payment from any insurers of the Equipment shall be applied against any amounts unpaid by the Hirer under the Agreement and then towards repair of the Equipment;
- 6.2.6 that if any payment from any insurers of the Equipment is insufficient to cover the costs of repair of the Equipment to the standards required by this Agreement, the Hirer shall pay the shortfall but shall not thereby obtain any interest in the Equipment other than as Hirer under this Agreement.
- 7 Total loss provisions**
- 7.1 The Hirer agrees to pay to HIRECO (NI) LTD upon the expiry of thirty (30) days after a Total Loss (or on such later date as HIRECO (NI) LTD may agree) an amount equal to the sum of:

7.1.1	all arrears of the Rentals and any other sums due; and		arising during the period from the end of hire until sale of the equipment or settlement of the dispute (whichever is the earlier) unless the expert conclusively decides in favour of the Hirer.
7.1.2	such sum as HIRECO (NI LTD shall certify as being the amount which at the start of the Hire Period they anticipated as being able to achieve on sale of the Equipment at the end of the Hire Period; and	8.5	Excess Utilisation
7.1.3	the aggregate of the Rentals which would have fallen due for payment until the end of the Hire Period but for the Total Loss of the Equipment discounted back to the date of payment at the rate of two per centum (2%) per annum, Excluding any future maintenance charges and tyre charges due which will be notified to the Hirer by Hireco (NI) Ltd, such notification to be conclusive and binding on the Hirer, and damages for any breach of this Agreement and break costs incurred by HIRECO (NI) LTD by redeploying or repaying any funds used to fund this Agreement; and until HIRECO (NI) LTD has received payment in full of the above sum the Hirer shall be liable to continue to make payment of Rentals and any other sums as they fall due.	8.5.1	The Allowable Utilisation allowance for the Equipment shall be as specified in Agreement and calculated from the date of release to the date on which the Equipment is returned, on a pro rata basis. If the Equipment has exceeded the total Allowable Utilisation allowance when returned the Hirer shall forthwith pay the Excess Charge amount specified by which the Equipment has exceeded the total Utilisation (including on a pro rata basis if the equipment is returned earlier than the date the Equipment was returned to HIRECO (NI) LTD for any reason).
7.2	In the event that the Hirer discharges its obligations to HIRECO (NI) LTD under sub-clause 7.1, HIRECO (NI) LTD will upon receipt pay to the Hirer any insurance monies subsequently received by HIRECO (NI) LTD in respect of a Total Loss sufficient to reimburse the Hirer.	8.6	Non Return of Equipment on date of return at End of Hire Period
8	Return of the Equipment	8.6.1	If the Hirer fails to return the Equipment or make it available for collection on the correct date the Hirer shall pay to HIRECO (NI) LTD on demand by way of additional rental (without this being an extension of the hire term) for each day or part day until the Equipment has been returned or collected at the rate which is at least equal to the effective daily rate of the final rental payable in the Hire Period (plus VAT).
8.1	The Hirer agrees upon the expiration of the Hire Period or upon earlier termination of this Agreement or the hire of the Equipment hereunder to return the Equipment to HIRECO (NI) LTD at such address within the United Kingdom, as HIRECO (NI) LTD shall specify.	9	Termination
8.2	The Hirer shall upon the return of the Equipment to HIRECO (NI) LTD ensure that it is in the same operating order repair and condition as when delivered to the Hirer (ordinary wear and tear excepted) and in particular (but without prejudice to the generality of the foregoing) that the Equipment:	9.1	It is agreed that forthwith upon the occurrence of any of the situations defined in 9.2 that HIRECO (NI) LTD may terminate the hiring of the Equipment but without prejudice to this agreement (which shall continue in full force and effect) and to any claims or liabilities then outstanding or thereafter arising hereunder.
8.2.1	has (if applicable) a full Department of Transport Test Certificate valid for a minimum of nine months and complies with all legal requirements for use on roads in the United Kingdom;	9.2	If the Hirer:
8.2.2	will be returned with the full maintenance history records and all other applicable documentation;	9.2.1	fails to pay any of the Rentals or any sums agreed to be paid by the Hirer to HIRECO (NI) LTD under this agreement punctually on the date due; or
8.2.3	is thoroughly cleaned internally and externally	9.2.2	commits any breach of any term of this agreement; or
8.2.4	including all bodywork and accessories shall be free of all advertising, insignia or livery or any evidence thereof and any remedial work necessary shall have been carried out prior to re-delivery of the equipment to HIRECO (NI) LTD;	9.2.3	does or permits any act or thing which may prejudice or jeopardise HIRECO (NI) LTD's property or rights in the Equipment; or
8.2.5	has (if applicable) a chassis free from cracks, distortion, corrosion and correctly repaired fractures. Wings, side skirting, mudguards to be free from damage;	9.2.4	dies or has a bankruptcy petition brought against it or has a receiving order made against it (or in Scotland is sequestered or becomes notour bankrupt; or
8.2.6	is fitted with first life casing tyres (if first case tyres were originally fitted), including a spare (if originally supplied), which fully comply with all legal requirements for Equipment of its type, have at least 6mm of their original tread depth remaining, and are of premium specification. No remoulded, retreaded or regrooved tyres are to be fitted. Tyres shall be free from cuts, gouges, flat spots, damage to the side walls and, be inflated to the correct pressures and not punctured;	9.2.5	is liquidated or wound up or has a petition for winding up presented against it or any step is taken with a view to the appointment of an administrator or passes a resolution for voluntary winding up (otherwise than for a bona fide reconstruction on terms previously approved by HIRECO (NI) LTD) or a petition is made for the appointment of an administrative receiver or a receiver or such person is appointed; or
8.2.7	is fitted with brake pads or shoes with at least 50% of their original thickness remaining;	9.2.6	convenes any meeting of its creditors or makes a deed of assignment or arrangement or otherwise compounds with its creditors or if any step is taken to levy a distress or execution or if a distress or execution is levied or threatened to be levied upon any chattels of or in the possession of the Hirer (or in Scotland if any form of diligence is done or threatened by a third party affecting the Equipment); or
8.2.8	has fully working electrical and hydraulic systems where appropriate;	9.2.7	(if the Hirer is a partnership) the Hirer or any of the partners dies, the partnership is dissolved, a petition is presented for an administration order to be made in relation to, or a resolution is passed for the winding up or dissolution of the partnership, or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt, or any one or more of the partners enters into a voluntary arrangement with the partnership creditors, or it enters into a voluntary arrangement with its creditors; or
8.2.9	has no damage to the suspension or suspension parts requiring immediate replacement;	9.2.8	abandons the Equipment or if any credit sale or hire purchase or any other lease agreement entered into by the Hirer with whomsoever or the hiring thereunder becomes capable of being or is terminated other than by the Hirer under any contractual right so to do given to it under any such agreement; or
8.2.10	has bodywork which is unholed and has firm floors with no boards missing, roofs and sides where applicable which are unholed, wind and weatherproof and doors, roller shutters and drop-sides where applicable which are of sound condition and which fit and operate correctly.	9.2.9	disposes of all or any material part of its assets; or
8.3	In the event that the Equipment comprises any equipment of the type mentioned below the Hirer shall in addition and without prejudice to its obligations under sub-clause 8.2 above ensure that such equipment upon its return to HIRECO (NI) LTD complies with the following requirements, namely:	9.2.10	ceases to carry on business; or
8.3.1	Tilt/Curtainsider trailers - curtains and tilt covers to be free from tears, tears with patches not to exceed 5% of the surface area;	9.2.11	without the prior written approval of HIRECO (NI) LTD ceases to be a subsidiary of any holding company, including the ultimate holding company of which it was a subsidiary at the time of this agreement; or
8.3.2	Platform trailers – Floors to be firm and unholed. No boards shall be missing on deckwork;	9.2.12	has made any statement, representation or warranty which induced HIRECO (NI) LTD to enter into this agreement and which was untrue when made; or
8.3.3	Box trailers – Bodywork and doors to be free from puncture holes and scratches should not exceed 5% of the surface area;	9.2.13	any event occurs which has or is likely to have in the opinion of HIRECO (NI) LTD a material adverse effect on the Hirer's business, properties or condition, financial or otherwise, or on the Hirer's ability to duly perform and observe any of its obligations under this Agreement or any Schedule; or
8.3.4	Skeletal trailers – All twist locks must be present and fully functional;	9.2.14	any event occurs or proceeding is taken with respect to the Hirer in any jurisdiction to which it is subject which has an effect equivalent or similar to any events or proceedings mentioned in clauses 9.2.4, 9.2.5, 9.2.6 or 9.2.7; then upon the happening of any such event the Hirer shall have committed a repudiatory breach of this Agreement and without prejudice to HIRECO (NI) LTD's rights to arrears of Rentals or other sums due or for damages for breach of this Agreement HIRECO (NI) LTD's consent to the Hirer's possession of the Equipment shall determine forthwith and HIRECO (NI) LTD may take possession of the Equipment wherever the same may be.
8.3.5	Refrigerated trailers - temperature control unit (if any) to be maintained to manufacturer's standards, overhauled as stipulated, operate efficiently, be in good working order and supported by an up to date operating conditions, certificate from the manufacturer's servicing agent. Insulation (if any) to be undamaged;	9.3	Forthwith upon the hiring of the Equipment being terminated under clause 9.2 or if this Agreement is terminated upon repudiation by the Hirer accepted by HIRECO (NI) LTD the Hirer shall pay to HIRECO (NI) LTD:
8.3.6	Tipper trailers - bodywork to be free from puncture holes, distortion, corrosion or contamination with all body seam welds in good order and tailgate fully operable;	9.3.1	all arrears of Rentals including such apportioned Rental for any unbroken period; and
8.3.7	Any tail-lift, crane, pumping, PTO or other ancillary equipment to be in good condition and operate efficiently;	9.3.2	such amount as the Expert (acting as an expert and not an arbitrator) may determine being the amount (if any) by which the Agreed Condition Value exceeds the actual market value of the Equipment as determined by the Expert in the condition in which it is upon HIRECO (NI) LTD re-taking possession of it on the basis of a sale by a willing seller to a willing buyer; and
8.3.8	Tanker trailers only to have been used with suitable products and interior to be cleaned and in a degassed condition. No evidence of pitting or reduced shell thickness should be present and all ladders and handrails must be intact.	9.3.3	by way of liquidated damages or compensation the amount if any by which the aggregate of the Rentals which but for such termination would have been payable during the Hire Period discounted back in each case to the date of payment at the rate of two per centum (2%) per annum; and Excluding any future maintenance charges and tyre charges due which will be notified to the Hirer by Hireco (NI) Ltd, such notification to be conclusive and binding on the Hirer; and;
8.4	End of Hire Inspection	9.3.4	break costs incurred by HIRECO (NI) LTD in redeploying or repaying any funds used to fund this agreement; and
8.4.1	No less than 14 days and no more than 28 days prior to the date of return or on the date of any earlier termination, the Hirer will make the Equipment available for inspection at a time and place requested by HIRECO (NI) LTD	9.3.5	any other sums due to HIRECO (NI) LTD including damages for any breach of this Agreement and all expenses and costs incurred by HIRECO (NI) LTD in re-taking possession of and selling or re-hiring the Equipment or attempting to sell or rehire the Equipment appointing an Expert and/or enforcing its rights under this Agreement. Termination of the hire under this agreement pursuant to clause 9 will not in any way affect the Hirer's liability for any antecedent breach or in respect of any provisions hereof intended to take effect upon termination (including without prejudice to the generality of the foregoing the Hirer's obligations under clause 8) or thereafter.
8.4.2	At the end of the Hire Period (howsoever arising) the Hirer will return the Equipment, at the Hirer's cost, to such address and on such date as HIRECO (NI) LTD may reasonably direct. The Equipment will be examined by an engineer nominated by HIRECO (NI) LTD either on the Hirer's or any other premises nominated by HIRECO (NI) LTD. The Hirer will be provided with a copy of the Condition and Utilisation Report. Unless otherwise properly repaired by the Hirer any necessary repairs may be carried out by HIRECO (NI) LTD but at the Hirer's expense. The cost of repairs (or if HIRECO (NI) LTD chooses not to carry out such repairs the estimated costs) will be paid by Hirer to HIRECO (NI) LTD on demand. Any time taken to inspect and/or repair the equipment may be charged to the Hirer and may include any loss of value arising during that period if the Equipment is not in complete accordance with the return condition required by clause 8.2 and/or the Schedule.		
8.4.3	In the event of a dispute relating to the condition and/or utilisation allowance on its return, the Equipment shall be examined by an engineer, appointed at the request of either party, of the Freight Transport Association whose report on the condition and/or utilisation of the Equipment shall be conclusive and binding on both parties. The engineer shall act as an expert and his costs shall be borne by the Hirer. Any time taken to settle such dispute may be charged to the Hirer and may include any loss of value		

10 Early termination

- 10.1 This agreement (and the hiring of the Equipment hereunder) may be terminated at any time by the Hirer upon service of not less than 3 months prior written notice on HIRECO (NI) LTD and by payment of the amount calculated in accordance with clause 10.2.
- 10.2 If the Hirer shall wish to terminate this agreement pursuant to clause 10.1 the Hirer shall return the Equipment and pay to HIRECO (NI) LTD:
- 10.2.1 all arrears of Rentals and any other sums due including such apportioned Rental as shall have fallen due prior to the date upon which termination of this agreement takes effect
- 10.2.2 a sum equal to the aggregate of the Rentals which but for termination of the agreement would have been payable during the Hire Period discounted back to the date of payment at the rate of two per centum (2%) per annum. Excluding any future maintenance charges and tyre charges due which will be notified to the Hirer by Hireco (NI) Ltd, such notification to be conclusive and binding on the Hirer. and; break costs incurred by HIRECO (NI) LTD in redeploying or repaying and funds used to fund this agreement; and
- 10.2.3 such amount as the Expert may determine being the amount (if any) by which the Agreed Condition Value exceeds the actual market value to the Equipment as determined by the expert in the condition in which it is upon HIRECO (NI) LTD re-taking possession of it on the basis of a sale by a willing seller to a willing buyer.
- 10.3 Termination of this Agreement by the Hirer pursuant to clause 10.1 will not in any way affect the Hirer's liability for any antecedent breach or in respect of any provisions hereof intended to take effect upon termination (including without prejudice to the generality of the foregoing the Hirer's obligations under clause 8) or thereafter.

11 Warranty and indemnity

- 11.1 Save for the Hirer's right to quiet enjoyment of the Equipment for so long as none of the events set out in clause 9.2 shall be continuing, all conditions and warranties implied by law are hereby excluded. HIRECO (NI) LTD shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by rule of law.
- 11.2 The Hirer agrees to indemnify HIRECO (NI) LTD against all loss, actions, claims, demands, proceedings (whether criminal or civil) costs, legal expenses (on a full indemnity basis) insurance premiums and all calls, liabilities, judgments, damages or other sanctions whenever arising directly or indirectly from the Hirer's failure or alleged failure to carry out its duties under this agreement or by reason of any loss, injury or damage suffered by any person (including without limitation HIRECO (NI) LTD) from the presence of the Equipment or the delivery, possession, hiring, transportation, condition, use, operation, removal or return of the same or any defect in the Equipment or the design, manufacture, testing, maintenance or overhaul of the same of HIRECO (NI) LTD exercising any right in respect of the Equipment or its ownership or hiring.
- 11.3 The Hirer acknowledges that:-
- 11.3.1 the Equipment is required for the purpose of the business carried on by the Hirer, was selected by the Hirer and acquired by HIRECO (NI) LTD from the Supplier at the request of the Hirer for the purpose of the hire to the Hirer:
- 11.3.2 in selecting the Equipment the Hirer does not rely on the skill or judgement of HIRECO (NI) LTD but on that of the Hirer or of the Supplier:
- 11.3.3 The Hirer expressly agrees and acknowledges that HIRECO (NI) LTD has given no warranty, condition or undertaking whether express or implied by statute or common law in respect of the Equipment. All implied terms, conditions and warranties relating to the quality, fitness for purpose and freedom from defects are expressly excluded. The Hirer is not entitled to a rebate or remission of Rentals whilst the Equipment is unusable or for any other reason:
- 11.3.3.1 save to the extent that any statute may provide otherwise, the Supplier is not the agent of HIRECO (NI) LTD:
- 11.3.3.2 acceptance by the Hirer of delivery of the Equipment is conclusive proof that the Hirer is satisfied that it is in all respects in good working order and in conformity with the Hirer's requirements and fit for the Hirer's proposed use:
- 11.3.3.3 the delivery of the Equipment to the Hirer depends on the Supplier of the Equipment fulfilling its obligation to supply and HIRECO (NI) LTD shall not be liable for any delay in delivery of the Equipment howsoever caused or arising other than by, but limited to the extent of, direct costs (not economic or consequential losses) suffered by the Hirer as a direct result of the negligence of HIRECO (NI) LTD in relation to the cause of delay in delivery.
- 11.3.4 HIRECO (NI) LTD is not liable to the Hirer in contract, tort or otherwise for any claim, damage, liability, injury, loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the Equipment or any defect or deficiency in or inadequacy or unsuitability of the Equipment or its use, performance, servicing or repair. HIRECO (NI) LTD does not exclude its liability for death or personal injury caused by its negligence.
- 11.3.5 HIRECO (NI) LTD will be under no obligation to replace the whole or any part of the Equipment nor be liable for any loss, including loss of earnings or profits and consequential loss suffered by the Hirer if the Equipment is or becomes unusable and the Hirer shall not be entitled to any remission of Rentals or any other sum payable in respect of any period during which the Equipment or any shall be unusable.
- 11.3.6 The Hirer must obtain directly from the Supplier any warranties or guarantees which it may require in respect of the Equipment or their state, condition or use. The Hirer is responsible for choosing the Equipment and making sure they are satisfactory and suitable for the intended purpose. HIRECO (NI) LTD has purchased the Equipment at the Hirer's request solely for the purpose of hiring the Equipment to the Hirer and the Hirer hereby confirms that it understands that HIRECO (NI) LTD is not an expert in the field of purchasing goods or their maintenance. HIRECO (NI) LTD will on the request and at the expense of the Hirer assign to the Hirer the benefit of any such warranties and other terms given by the Supplier to HIRECO (NI) LTD in respect of the Goods.

12 Miscellaneous

- 12.1 The Hirer shall have no interest in the Equipment save as provided by this Agreement.
- 12.2 The Hirer shall notify HIRECO (NI) LTD of any change of address and on demand notify HIRECO (NI) LTD of the whereabouts of the Equipment and pay all expenses and costs to which HIRECO (NI) LTD may be put in tracing or recovering possession of the Equipment from the Hirer or from any third party.
- 12.3 The Hirer will not sell or offer for sale assign mortgage pledge underlet lend or otherwise deal with the Equipment or any part thereof.
- 12.4 HIRECO (NI) LTD and its nominees shall be entitled at all reasonable times and upon the giving of reasonable notice to inspect the Equipment or any part thereof.
- 12.5 If any of the Rentals or any other sums payable under this agreement are not paid when due the Hirer will pay to HIRECO (NI) LTD interest on such unpaid sums calculated on a daily basis and compounded quarterly from the due date with payment at the rate of twelve per cent per annum (12%) above the base rate from time to time of the Nat West.

- 12.6 Any delay or failure of HIRECO (NI) LTD to exercise any right of remedy shall not constitute a waiver of it and any of HIRECO (NI) LTD's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to HIRECO (NI) LTD to the effect that such rights are cumulative and not exclusive of each other.
- 12.7 This Agreement contains all the terms agreed between the parties except such variations in writing as shall be agreed in writing between HIRECO (NI) LTD and the Hirer. HIRECO (NI) LTD may assign, transfer, or otherwise dispose of any or all of its rights and obligations without the Hirer's consent. The Hirer is not permitted to assign the benefit of this Agreement. For any time when it is relevant to determine who is the owner, the owner shall be the entity to which the Equipment then belongs. If HIRECO (NI) LTD has entered the agreement as agent for a third party, references to HIRECO (NI) LTD shall also include a reference to such third party.
- 12.8 All sums payable under this Agreement shall be paid together with the addition of such value added tax as is legally payable thereon.
- 12.9 Any notice served hereunder shall be sufficiently served if sent by hand delivery, prepaid first class letter post, or fax to the usual or last known place of business of the addressee and proof of despatch shall be conclusive evidence of receipt by the addressee in due course of transmission.
- 12.10 This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and the parties submit to the non-exclusive jurisdiction of the Northern Ireland courts.
- 12.11 The termination of the hire or the Schedule shall not affect the rights of HIRECO (NI) LTD to recover loss or damages for any breach or any other sum due from the Hirer.
- 12.12 No person by or through whom the Agreement may have been introduced or negotiated is an agent of HIRECO (NI) LTD.
- 12.13 The parties agree that no third party shall gain any rights under this Agreement solely by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.

13 Data Protection Act

In considering the Hirer's application HIRECO (NI) LTD may use a credit scoring system, and will search the Hirer's record at credit reference and fraud prevention agencies which will record the search. Details provided by the Hirer and/or relating to this Agreement and/or any default by the Hirer under this Agreement will be added to such records. If the Hirer gives false or inaccurate information and HIRECO (NI) LTD suspects fraud HIRECO (NI) LTD will record this.

By signing this Agreement the Hirer agrees that HIRECO (NI) LTD may use information obtained about the Hirer as detailed above and that HIRECO (NI) LTD may process information obtained on the Hirer by computer or otherwise and disclose it to other companies in HIRECO (NI) LTD's group of companies, agents and advisors for the purposes of credit assessment, statistical analysis, administering this Agreement and market research purposes, including sending the Hirer marketing material and to third parties to whom HIRECO (NI) LTD proposes to assign its interest under this Agreement. If the companies to whom HIRECO (NI) LTD transfers the Hirer's personal data are not the European Economic Area, HIRECO (NI) LTD will ensure that those companies are bound by obligations to hold the Hirer's data securely and use it only for the purposes specified in this Agreement. The Hirer's name and address may also be added to a mailing list to be provided to selected companies whose services may be of interest to the Hirer to enable them to send the Hirer marketing material. The Hirer should inform HIRECO (NI) LTD if they do not wish to receive marketing material from HIRECO (NI) LTD or its associates.

The Hirer is entitled to obtain details of the Hirer's personal record held by HIRECO (NI) LTD and details of the agencies with whom HIRECO (NI) LTD shares information by writing to the Data Protection Officer of HIRECO (NI) LTD. The Hirer has a legal right to this information on payment of a fee. The Hirer is able to request that the information held by HIRECO (NI) LTD is corrected, supplemented or deleted if it is factually incorrect.