
Terms and Conditions For Hire of Equipment (“Conditions”)

1. Interpretation

In these Conditions any defined terms shall have such meaning as is attributed to them in the Beef Environmental Efficiency Pilot (BEEP) Scheme or, in the case of the following terms, the following meanings shall apply:

1.1 **Contract:** the contract between the Supplier and the Hirer for the hire of Equipment.

1.2 **Equipment:** all apparatus or equipment which the Supplier agrees to hire to the Hirer, being apparatus or equipment involved in the weighing of livestock as provided for pursuant to the Beef Environmental Efficiency Pilot (BEEP) and such equipment or apparatus being the property of ICBF.

1.3 **Hire Period:** the period of hire set out in clause 3.2.

1.4 **Hirer:** the person who takes the Equipment on hire.

1.5 **Price:** €50 per day.

1.6 **Supplier:** the party from whom the Hirer hires the Equipment (e.g. the relevant co-op, mart, etc.)

2. Application of Terms

2.1 These Conditions apply to all hiring of Equipment and any variation to these Conditions and any representations about the hiring or the Equipment shall have no effect unless expressly agreed in writing and signed by the Supplier.

2.2 Acceptance of the Equipment by the Hirer implies acceptance of these Conditions but no Contract shall arise until an acknowledgement is issued by the Supplier or (if earlier) the Supplier supplies the Equipment to the Hirer whereupon a Contract shall arise.

3. Price, Payment Terms (Additional Charges) and Hire Period

3.1 The Hirer shall pay the Supplier the relevant Price for the hire of the Equipment on or prior to the supply of the Equipment to the Hirer.

3.2 The Hire Period shall be the period agreed between the Supplier and the Hirer unless the Contract is terminated earlier in accordance with these Conditions.

3.4 If the Hire Period is not extended by agreement of the parties and the Equipment is not returned to the Supplier by the end of the Hire Period, the Hirer shall be charged the Price for each day (or part of day) when the Equipment is not returned.

4. Delivery, Acceptance and Title

4.1 The Hirer represents that it has the requisite knowledge and experience to operate the Equipment and to assess the Equipment’s fitness for use. Acceptance of the Equipment by the Hirer implies that the Hirer acknowledges that the Equipment is in good order and clean.

4.2 The Equipment shall at all times remain the property of ICBF and the Hirer shall have no right, title or interest in or to the Equipment save for the right to use the Equipment subject to these Conditions.

4.3 The risk of loss, theft damage or destruction of the Equipment shall pass to the Hirer upon collection of the Equipment by the Hirer. The Equipment shall remain at the sole risk of the Hirer during any period during which the Equipment is in the possession, custody or control of the Hirer until the Equipment is returned to the Supplier.

5. Hirer’s Obligations

The Hirer shall:

5.1 at its expense and at all times during the Hire Period keep and maintain the Equipment in good and substantial repair and condition in order to keep it in as good an operating condition as it was on the commencement date of the Contract;

5.2 use the Equipment only for the purposes for which it was designed and operate it in accordance with the instructions for use;

5.3 comply with all laws, regulations, rules or otherwise relating to the possession, use, storage and transport of the Equipment;

5.4 notify the Supplier immediately if the Equipment is lost, stolen or damaged;

5.5 not perform or allow any person to perform any work on or make modifications, changes, alterations or repairs to the Equipment, nor to remove any part of the Equipment;

5.6 return the Equipment to the Supplier properly cleaned to the satisfaction of the Supplier with the platform and beams cleaned by power washer and disinfected using disinfectant approved by the Department of Agriculture, Food and the Marine. In the event that the Supplier determines that the Equipment is not cleaned to its satisfaction, the Supplier may require the Hirer to remove the Equipment and have it cleaned before it is returned with the Hirer being liable for any additional costs incurred plus the Price for the additional period.

6. Liability and Equipment Breakdown

6.1 In the event that the Equipment experiences a breakdown due to any fault of the Supplier the Supplier’s liability shall be limited to the cost of repair including parts and labour to return the Equipment to full working order.

6.2 The Supplier’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract, including as a result of any breach by the Supplier of these Conditions or any use made by the Hirer of the Equipment, shall in no circumstances exceed the cost of fulfilling its obligation under Condition 6.1.

7. Termination

7.1 The Supplier may terminate this Contract at any time by notice to the Hirer without refund or liability to the Hirer if the Hirer fails to pay the Price when payment is due or otherwise breaches these Conditions.

7.2 The Supplier may terminate the Contract at any time without reason by notice to the Hirer and in such circumstances shall refund a proportionate part of any payment of the Price received in advance.

7.3 Upon termination:

7.3.1 the Supplier’s consent to the Hirer’s possession of the Equipment shall terminate and the Supplier may by its authorised representatives without notice retake possession of the Equipment. The Hirer hereby grants an irrevocable right and licence to the Supplier and the ICBF together with any of [their] servants, sub-contractors and agents, to enter with or without vehicles on all or any premises under the possession, ownership or control of the Hirer on which the Equipment may be situated for the purpose of repossessing the said Equipment and where such right is exercised it shall in no way act to revoke any continuing or residual obligations the Hirer may have under this Contract; and

7.3.2 the Hirer shall pay the Supplier on demand (i) all payments and other amounts due but unpaid and (ii) any costs and expenses incurred by the Supplier in recovering the Equipment and/or collecting any sums due under the Contract.

8. Indemnity and Insurance

8.1 In consideration for the Supplier agreeing to hire the Equipment to the Hirer, the Hirer agrees to indemnify and keep indemnified the Supplier and ICBF and any of [their] officers, employees, contractors, sub-contractors and agents (all together the “**Indemnitees**” and each an **Indemnitee**”) from and against all proceedings, actions, costs, charges, claims, expenses, damages, liability, losses and demands whatsoever and howsoever arising as a result of the Hirer hiring the Equipment or that the Indemnitees, or any of them, may suffer or incur as a result of (i) any act, neglect, default or omission of the Hirer, (ii) any breach by the Hirer of the Contract or these Conditions, or otherwise howsoever, including, without limitation, as a result of any damage or injury caused to any property, animal or person.

8.2 During the Hire Period and for such time as the Equipment is at the risk of the Hirer and/or in his/her possession, custody or control the

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Hirer shall at its own expense maintain insurance of a type (to include both employer’s liability and public liability insurance) and to a level satisfactory to the Supplier in all respects and shall provide evidence of such insurance to the Supplier upon request.

General

9.1 If any of these Conditions is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such Condition (or part thereof) shall be severed from the remainder of these Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

By signing below the Hirer confirms that he/she has read and understood the above Conditions and agrees to accept and be bound by them.

Print Name: _____

Signed: _____

Herd Number: _____

Date: _____

Data Protection Notice

To discharge its functions and provide the Equipment in accordance with the Beef Environmental Efficiency Pilot (BEEP) the Supplier may collect certain types of information relating to the Hirer. To the extent that this information identifies, or is capable of identifying, an individual it constitutes “personal data”. Please take note of the following categories of personal data which the Supplier may, from time to time, have cause to collect from the Hirer: name, physical address, business address, telephone number, email address, credit/debit card details, date of birth, government issued identification.

The Supplier may share the Hirer’s personal data with selected third-party recipients, including ICBF, where required to discharge its functions and provide the Equipment in accordance with the Beef Environmental Efficiency Pilot (BEEP).

In addition, the Supplier may disclose the Hirer’s personal data where compelled to do so by a court of law, to co-operate with law enforcement agencies or where acting in good faith it forms the view that not to so disclose would expose the Supplier to liability.

By signing below the Hirer confirms that he/she has read and understood the above Data Protection Notice.

Print Name: _____

Signed: _____

Date: _____