

GKTM Terms & Conditions for Provision of TM Services, Hiring and Sale of Equipment 2023

General Conditions for Supply of Services and Equipment

1. DEFINITIONS AND LAW

The Contract is the document, or documents, that set out these Conditions and all other details about your agreement with us. "We" and "Us" mean the supplier of services & equipment, Gary Keville Traffic Management Limited. "You" means the person, firm, company, corporation or public authority or body to whom we supply services and equipment. "Equipment" means the hired items referred to in the Contract to include, but not limited to, vehicles, barrier, signs, traffic lights and other traffic management devices. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the European Community's (Unfair Terms under Consumer Contracts) Regulations 1995 or any statutory modification of them. The Contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.

2. BASIS OF CHARGING

You will pay the fees for services and hire charges stated in the quotation. Hire rates are per 7 days OR PART THEREOF. Hire charges will begin at the time stated in the quotation and will continue during the period of hire until the equipment has been collected or returned to our premises. The equipment must be returned to us in a clean and serviceable condition. All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. Hire charges will be invoiced to you weekly. If payment is not made when due we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of Allied Irish Banks PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or equipment,

3. DELIVERY AND CARRIAGE CHARGES

Hire charges do not include carriage. You will pay to us any agreed charges for delivering or collecting equipment and where we quote carriage charges, these include only for the time required to deliver or collect and load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.

4. MAXIMUM PERIOD OF AGREEMENT (If you are not incorporated)

If you are an individual or a partnership, or an unincorporated body of persons, the Contract will terminate not later than three months from the beginning of the period of hire. In such circumstances you must restore the equipment to us before close of business on the day before the end of the three-month period. If you fail to do this we will be entitled to charge you for any financial loss this causes us.

5. WHEN THE CONTRACT COMES INTO BEING

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these conditions and we have accepted your order.

6. SAFETY AND INSTRUCTIONS

It is your responsibility to make sure that all the people who use the equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the equipment is not misused.

7. WHEN THE SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE

Where for administrative convenience you or your agent are requested by us to sign a receipt for the equipment before it is handed over, you or your agent will be given the opportunity to examine the equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

8. RESPONSIBILITY OF HIRER (Your Responsibility)

8.1 You will be responsible for the loading and unloading of the equipment at the address specified by you. You will also be responsible for the loading and unloading of the equipment at our premises when the equipment is transported by you or your agent. If we supply any person to assist you, he will be under your control at such times.

8.2 Your responsibility for the equipment begins when you or your agent receives the equipment. If it is delivered to you, your responsibility begins on delivery. Your responsibilities include safekeeping of the equipment and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the equipment or making clear arrangements with us for the collection of the equipment at the end of the hire. Your responsibility ends when the equipment has been returned or collected and you have our unqualified receipt for all of the equipment. You must not sell or otherwise dispose of the equipment.

8.3 It is your responsibility to ensure that any signs or settings displayed on the equipment while on hire are consistent with the safe operation of the equipment. In particular, it is your responsibility to ensure that any signs or settings displayed on the equipment while on hire are clear to passing motorists, pedestrians or any third party, so as not to give rise to confusion or danger regarding its intent. This applies to signs or settings that have been pre-programmed on your behalf by us or by the hirer or any third party on the hirer's behalf.

8.4 It is your responsibility to ensure that the equipment is located in a safe position so as not to be an obstacle or danger to passing motorists or pedestrians.

8.5 You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the equipment itself, which is governed by Conditions 13 and 14) arising out of the delivery, use, misuse, with particular reference to Condition 6 hereof, non-use, repossession, collection or return of the equipment or any part of it.

8.6 It is your responsibility and obligation to place the equipment at the appropriate locations and in the proper configurations. Should we, as accommodation, aid in placing the equipment, it is understood that you shall direct and be responsible for the exact locations and configuration thereof. You further acknowledge that upon receipt of the equipment, the control thereof has passed from us and is exclusively yours.

8.7 You shall reimburse us for the cost of repairing or replacing any equipment which is lost, damaged or stolen, while in your possession.

9. OFFHIRE OF TRUCK MOUNTED CRASH CUSHION

Hire period of 1 to 4 weeks will require a minimum off hire notice of 3 Working Days
Hire period of 4 to 12 weeks will require a minimum off hire notice of 7 Working Days
Hire periods greater than 12 weeks will require a minimum advance off hire notice of 10 Working Days
Billing will continue until written confirmation of the same is received.

10. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING

You must keep yourself acquainted with the state and condition and ensure that it remains safe, serviceable and clean. Any breakdown or unsatisfactory working of the equipment must be notified to us. Under no circumstance must you repair or attempt to repair the equipment unless authorised by us. The equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if, the equipment is involved in any accident resulting in damage to the equipment, or to other property, or injury to any person.

11. LOCATION OF EQUIPMENT

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise.

12. LIMITS OF LIABILITY

12.1 All times which we state or quote for delivery or collection are approximate

12.2 We will not be liable for any delays caused by circumstances beyond our reasonable control

12.3 We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the equipment or any part of it.

13. INSURANCE

It is your responsibility to insure the equipment from the moment you take it until the time it is returned to us. You must insure it to its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive insurance policy with a reputable insurance company. You must supply us with full details whenever we ask for them and you must tell the insurance company to note our interest on the policy. You hereby authorise your insurer to communicate directly with us and give us any information we require. You also authorise us to take over any claim which you may have which relates to the equipment and to negotiate and settle it directly with your insurer. If for any reason the amount which we receive from the insurance company is less than the loss that we suffer you must pay us the difference. You must not use or permit the equipment to be used in breach of the insurance policy. If any money is paid out under the policy which relates to the vehicle then you must ensure that the money is paid directly to us. You will hold in trust for us and pay to us on demand all monies you receive from an insurance company or from any other source on settlement of any claim relating to the loss, theft or damage of any of the equipment. You must not compromise any claims without our express consent. You must insure Motor Third Party Liability, Public Liability, Employers Liability and other policies of insurance as shall provide adequate and reasonable insurance cover in respect of the indemnities specified in Clause 8.5.1

14. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

14.1 You have full responsibility for the care and safekeeping and return in good order of the equipment.

14.2 You will pay to us all losses we incur in rectifying any equipment returned damaged or unclean. Additionally you will pay us for our financial loss until such rectification is complete.

14.3 Where equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

15. TERMINATION OF HIRE

We will be entitled at any time if you break this Contract, or if any proceedings are commenced in which your solvency is called into question to terminate this Contract with immediate effect and to repossess any or all of the equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or for breach of Contract,

16. OUR RIGHTS TO ACCESS

You authorise us to enter any land or premises where we reasonably believe any equipment to be in order to inspect, repair, replace or repossess it.

17. CANCELLATIONS

You will be liable to pay 100% of the rate of a shift where you give notice of less than one working day unless otherwise agreed in writing by management.

18. RIGHTS RESERVED

Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

19. SEPARATE TERM VALIDITY AND HEADING

If any term in this Contract is held invalid this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these conditions.

General Conditions of Supply of Services & Sale of Equipment

1. DEFINITIONS OF LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "We" and "Us" means the Supplier of services and seller of the Goods. "You" means the buyer of the Goods and services. The "Goods" means all goods to be sold by us to you. "Services" means all consultancy, professional services, training and provision of TM crews provided by us to you. "Recipient" means the person, firm, company, corporation or public authority to which the Goods and Services are delivered, when it is not you. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the European Community's (Unfair Terms under Consumer Contracts) Regulations 1995 or any statutory modification of them. The Contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.

2. WHEN THE CONTRACT COMES INTO BEING

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these conditions and we have accepted your order.

3. PAYMENT

Where we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of delivery. Where no such facilities have been granted, payment will be due with your order or where previously agreed, on delivery. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of Allied Irish Banks PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we might have.

4. RECEIPT

You or the Recipient on your behalf will receive and unload the Goods and should check the quantity and condition in the presence of the carrier. If there is a shortage or if any of the Goods are in an unsatisfactory condition, you or the Recipient must so endorse the carrier's delivery document and must give separate written notice to us within three days of delivery. If this Condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the Goods will be entertained.

5. RISK AND TITLE TO GOODS

5.1 The risk in the Goods will pass to you immediately on delivery of the Goods to you or to the Recipient.

5.2 The ownership of the Goods will remain with us, and we reserve the right to dispose of Goods, until you have paid in full for all Goods which we have supplied at any time to you and have paid all debts due to us. Until such payment has been made in full you will hold the Goods on our behalf and to our order and you will be under obligation to return the Goods to us on demand. Upon any breach by you or any of the terms in this Contract, or upon your insolvency or presentation to Court of a Petition for your Liquidation or for appointment of a Liquidator, Receiver or examiner, or presentation of a Petition for your Bankruptcy, we will be entitled to rescind or terminate this Contract and immediately repossess the Goods. You will permit us to enter any land or premises owned, used or occupied by you in order to receive our Goods, and you permit us to open shut and lock fast places for the purposes of finding or recovering our Goods.

6. LIMIT OF LIABILITY

6.1 All times which we state or quote for delivery or collection are approximate

6.2 We will not be liable for any delays caused by circumstances beyond our reasonable control

6.3 We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the goods or any part of them.

7. RIGHTS RESERVED

Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights.