

JS REMEDIATION

Conditions of Hire – JS Remediation Ltd.

Chargeable Rental Period

Our minimum rental period is 3 working days. The chargeable rental period begins on the first business day after despatch of the equipment (or if the equipment is collected, on date of collection) and shall continue until the day preceding the day the equipment is received at the JS Remediation warehouse at The Quays, Thomastown, Co. Kilkenny, Ireland, R95 Y3F1.

Carriage

Equipment can be collected and returned directly to our warehouse between the hours of 9am and 5pm, Monday to Friday.

Despatch of Equipment

Provided you can supply us with a full postal address in writing including post code and a site contact name we should be able to deliver. Couriers will not deliver if the site is unmanned or at an unrecognised postal address. For most locations in Ireland we can despatch equipment using a courier on a standard overnight service (i.e. delivery time is not guaranteed and equipment will be delivered at any time up to 5pm). We can quote for earlier timed deliveries on request.

Return of Equipment

It is your responsibility to arrange for return of equipment to us by the due return date as the chargeable rental period continues through to the day preceding the day equipment is received back at the JS Remediation warehouse. We can arrange to collect on your behalf on special request – please ask for details at the time of placing your order – this will be charged accordingly.

Crates and Packaging

Equipment should be transported and returned within the crate/packaging provided and upright where marked for the duration of the hire period. You will be charged for the cost of replacement crates/packaging where these are not returned or if they are returned in excessively soiled or damaged condition.

Petrol and Other Hazardous Fluids

Motorised equipment requiring petrol must be **shipped by the courier with the petrol tank drained** unless special arrangements have been made with the courier. Any equipment incorporating an engine is shipped inside a plastic bag within the packaged crate. This bag must be retained and reused in a similar way on return. It is the hirer's responsibility to ensure that the equipment delivered by the courier is directed to a suitable working area (e.g. equipment should not be delivered or stored in areas where decent furnishings are maintained).

Billing

All rentals must be confirmed in writing with a company Purchase Order number. The PO number should be included on our 'Confirmation of Hire' form when returned to us to confirm rental. Customers are invoiced at the time equipment is returned for all charges incurred during the chargeable rental period (see above). Rentals exceeding 4 weeks are classified as a 'long term' rental and will be invoiced every 4 weeks for the preceding 4 week period. Any consumable items ordered by the customer with the hire equipment will be invoiced at the time of dispatch.

Insurance

The risk of loss, theft damage or destruction of the equipment shall pass to the Customer on delivery to or collection of the equipment by the customer and the equipment shall then remain at the sole risk of the customer during the rental and any further period during which the equipment is in the possession or control of the customer **until such time as the equipment is redelivered to JS Remediation**. During such period the customer is advised, at its own expense, to obtain and maintain insurance of the equipment to a value not less than its full replacement value comprehensively against all usual risk of loss, damage or destruction by fire, theft or accident and insurance for such amounts as a prudent owner operator of the equipment would insure to cover any third party or public liability risks arising in connection with the equipment.

Damage of Failure through No Fault of Customer

JS Remediation warrants that at the time of despatch to the Customer all Equipment is operational. Should equipment fail to operate as a result of loss or damage during shipment to the customer, or otherwise through no fault of the customer, the Customer's sole remedy shall be to have the equipment repaired or replaced by JS Remediation and an abatement of the rental charges for the period until the customer receives the repaired or replaced Equipment.

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Limitation of Liability

JS Remediation shall not be liable under this agreement for any: loss of profit, loss of revenue or of business, loss of data or for any indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

Maintenance and Care of Equipment During Hire Period

A check list is provided with every rental. It is your responsibility to check that all the parts are received immediately, notify us if equipment is missing or has been damaged in transit in any way. A photographic record may be maintained on despatch and return.

You are responsible for maintaining the equipment in **a clean condition and returning to us without contamination**. Should equipment be returned in an excessively soiled or contaminated state then JS Remediation Ltd. reserves the right to return the equipment to you for cleaning (which will extend the chargeable rental period) or charge for time spent cleaning the equipment. Our charge for this work varies between €60.00 per hour (simple cleaning) and €100.00 per hour (decontamination)

The Hirer is responsible for ensuring the equipment is used in accordance with the instructions provided. Should equipment be returned in an uncleanable contaminated state, damaged condition or with an electronic or mechanical fault caused by incorrect usage, then JS remediation Ltd. reserves the right to charge for **all repair or replacement costs**. Our minimum labour charge is €60.00 per hour. Parts will be charged according to our current price list. Cost of product replacement will be at current list price.

Intellectual Property

Unless advised otherwise by the customer in writing, any intellectual property gathered by the customer using equipment supplied by JS Remediation Ltd. will be automatically destroyed or deleted from equipment memory on return to JS Remediation.

Title

The Equipment remains at all times the property of JS Remediation Ltd. And may not be sub-let under any circumstances.

Terms and Conditions of Supply

Our standard terms and conditions of supply apply in all respects. If not included with the document, they are available from our website or can be forwarded to you on request.