

## **General Conditions for the Hiring of Event 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 the hired Equipment. "You" means the person, firm, company, corporation or public authority or body to whom we supply Equipment on hire. "Equipment" means the hired items referred to in the Contract. 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 Unfair Contract Terms Act 1977 or any statutory modification of that Act. The Contract will be governed by and interpreted in accordance with English Law.

### **2. BASIS OF CHARGING**

You will pay the hire charges stated in the Contract. Where we have granted monthly account facilities to you by electronic mail in writing, all invoices must be paid by the last day of the month following the month of delivery, time being of the essence, unless alternative payment arrangements have been agreed by electronic mail. Where no such facilities have been granted, payment will be made at the time of placing your order, or where previously agreed, on delivery of the Equipment along with an additional deposit to cover the value of the assets on hire the amount of which will be set out in the contract. The minimum hire charge for Equipment (excluding accommodation and bridging) is one week at agreed rates. For hires between one - two weeks the hire charge increases to two weeks at agreed rates. Hires exceeding two weeks are charged at the number of additional days required being charged at 1/5 of the weekly hire rate for each additional day and the full weekly rate for hires exceeding five additional days. Accommodation units and bridging can be hired for a minimum period of four weeks with any hire period exceeding the minimum being charged at 1/5 of the weekly hire rate for each additional day and the full weekly rate for hires exceeding five additional days. Hire charges will begin and end at the times stated in the Contract and continue during the hire period unless the Equipment has not been restored to us in a clean and serviceable condition. All charges are payable on demand.

Cancellation charges for any cancelled Contract shall be levied based on the following timescales:

- (a) orders cancelled within seven working days of the scheduled commencement of works – 25% of the contract value;
  - (b) orders cancelled within 72 hours of the scheduled commencement of works – 50% of the contract value.
  - (c) orders cancelled within 48 hours of the scheduled commencement of works – 75% of the contract value.
- If any payment is not made when due, we will be entitled to interest on the amount that is overdue at four per cent above the prevailing base rate of National Westminster Bank 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. We reserve the right to vary the hire charges by giving you not less than thirty (30) days prior written (including electronic mail) notice.

### **3. DELIVERY/COLLECTION TERMS AND CARRIAGE CHARGES**

Hire charges do not include carriage. You will pay to us any agreed charges for delivering or collecting Equipment. 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 and our reasonable costs associated with any delayed or aborted visit including hire fees. You should satisfy yourself on delivery of the suitability of the Equipment and that your requirements will be fulfilled by the Equipment recommended prior to accepting the contract. Time shall not be of the essence in relation to delivery or collection. Dates or times quoted by us are estimates only and not guaranteed. Where we have

agreed to position the Equipment in a specific location you must have an authorised representative available at the time of delivery to instruct us regarding that position. In the event you are unable or opt not to receive all the Equipment immediately upon its arrival on site you will be responsible for any standing charges, abortive transport or demurrage charges or any other consequential loss howsoever arising. You will be responsible for ensuring that the site and access to the site to which we deliver is firm and level and there will be free and unrestricted access for our delivery and/or service vehicle and you will be responsible for all costs incurred in making good said access and for any costs howsoever caused for any damage to our vehicle including any related consequential losses. You will be responsible for any parking or standing charges we incur during delivery and for payment of any city congestion charges and for deliveries within any local authority vehicle/lorry control scheme areas, including all associated charges and for co-ordinating and arranging permission for the installation in prohibited areas and any charges relating thereto. Should our delivery vehicle supplied be required to leave the public highway for the purpose of delivering or collection of Equipment, then you shall be responsible for all injury, loss and damage, stoppages due to changing of tyres and repairs to punctures, howsoever caused, whether negligently, or otherwise, to our vehicle, employee, Equipment and the site, and you shall fully indemnify us on demand against any and all such injury, loss or damage. Equipment supplied on a hire only basis (i.e. not set-out and/or laid) will be delivered to one central depot or site. In such cases it is your responsibility to unload and reload when finished with it, from one such central point. Should it be necessary to deliver or collect Equipment on a hire only basis from more than one location, we will charge extra for such activities. Equipment which you unload is to be removed from the vehicle safely and not thrown to the ground. The use of the lorry mounted cranes fitted to our vehicles is at the sole discretion of our driver acting on our instructions. Equipment is recovered from site and returned to our depot or other location unexamined. Full inspection will be made at our depot or other location and details of any missing or damaged items etc. will be notified to you within 7 working days.

### **4. RISK AND TITLE TO EQUIPMENT**

The ownership of the Equipment will remain with us and we reserve the right to dispose of the Equipment which we have supplied at any time to you. For the duration of the hire you will hold the Equipment on our behalf and will be under an obligation to return the Equipment to us on demand.

### **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 in writing (including electronic mail). No variation to the contract terms can be made without our written (including electronic mail) consent. Should you seek to vary the contract terms then we reserve the right to charge up to the full contract value and recover all reasonable costs.

### **6. SAFETY AND INSTRUCTIONS**

It is your responsibility to make sure that all people who use the Equipment are competent, properly instructed in its safe and correct use and they are in possession of all appropriate instructions. You are responsible for ensuring that any checks, testing, examinations of the Equipment required by Employment and Health and Safety Legislation, and/or any operating instructions we provide are carried out after delivery and for so long as the Equipment remains under your control. You specifically acknowledge and agree that where an examination is to be carried out in accordance with any statutory regulations it is your responsibility to ensure that any examination is carried out within the prescribed inspection interval. You must ensure that the Equipment is not misused. Should we consider the site where the Equipment is to be delivered is in an unsafe condition or position, we reserve the right to request that you render every

possible assistance to make the site and the Equipment safe to work on and in accordance with all applicable health and safety legislation and guidance. Failure to render the said assistance will entitle us to terminate the Contract or suspend provision of the Services without any liability to us. Should we carry out an inspection and our inspection reveal defects affecting the safety of the Equipment you will need to take appropriate action in relation to such item.

### **7. WHEN YOUR SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE**

Where for administrative convenience, on delivery 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. You must draw any discrepancy to our representative's attention at this time and failure to do so, or if you shall have no person on site to sign the receipt, our representative's signature, shall be conclusive evidence of satisfactory receipt, setting down and laying of Equipment. Upon collection or return of Equipment, our representative shall tender to your representative a form for signature confirming the quantities of Equipment recovered and that the site has been left in a satisfactory condition. You must draw any discrepancy to our representative's attention at this time and failure to do so, or if you have no one on site to sign this form, our representative's signature, shall be conclusive evidence of the quantity of Equipment recovered and the condition of the site.

### **8. RESPONSIBILITY OF HIRER (YOUR RESPONSIBILITY)**

- (i) You will be responsible for the loading and unloading of the Equipment at the address specified by you. If we supply any person to assist you, he will be under your control at such times.
- (ii) Your responsibility for the Equipment begins when you or your agent receive 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 hire. Your responsibility ends only when the Equipment has been returned or collected and you have our unqualified receipt for all of the Equipment and the seven working day period allowed for us to inspect the equipment has elapsed. You must not sell or otherwise part with control of the Equipment.
- (iii) For the purposes of smoke free legislation you control and manage the Equipment under these terms and conditions, you must comply with the smoke free legislation. You will indemnify us for any loss or damage caused by you failing to comply with the smoke free legislation.
- (iv) 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 arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it.
- (v) If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to us by telephone and confirmed in writing to our registered office.
- (vi) You should not remove, deface or cover up the name plates or marks which we have placed on Equipment, which indicates that it is property that belongs to us. Nor will you deface, alter or cover up any notices giving warnings, information or instructions about the use of the Equipment. You must take all reasonable, adequate and proper measures to protect the Equipment from vandalism and any other damage including, but not limited to, damage caused by adverse weather conditions such as frost.
- (vii) You shall not part with the possession, sub-let or lend the Equipment or any part thereof to any third party without first receiving our written (including electronic mail) permission.

(viii) No rights under the Contract may be assigned by you nor held upon trust for any third party.

## 9. ENVIRONMENTAL

You are responsible for all environmental consequences and environmental impact caused as a result of your use of the Equipment, however so occurring and including but not being limited to any leaks or emissions stemming from the Equipment. You will keep us indemnified from any claims made against us by third parties relating to environmental contamination or emissions or any other environmental issue caused by the Equipment during your period of hire.

## 10. ELECTRICAL EQUIPMENT

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of the Electricity at Work Regulations 1989 and any relevant subsequent regulations during the period of your responsibility for the Equipment as defined in Condition 8 (ii) of these Conditions.

## 11. MAINTENANCE, SERVICE AND INSPECTION OF EQUIPMENT, BREAKDOWN PROCEDURES AND STOPPAGES

You must throughout the period of the Contract take good care of the Equipment and keep yourself acquainted with the state and condition of the Equipment, ensuring that it remains safe, serviceable and clean; carry out all User Routine Maintenance; order and pay for such consumable items as you shall require to operate and use the Equipment; and under no circumstances must you make or endeavour to make any repairs, alterations or additions to the Equipment or any part thereof nor permit any other person to do so without our prior written (including electronic mail) consent. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Each item of Equipment specified within the Contract is hired as a separate item and the failure of one or more items, through any cause whatsoever, shall not entitle you to compensation or allowance for the loss of use of any other items (whether our property or otherwise) used in conjunction therewith. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You shall at all reasonable times allow us, or our agent or insurers, to have access to the Equipment to inspect, test, adjust, repair or replace the same. So far as is reasonably possible, such work will be carried out at times to suit you. You shall be charged an amount for such visit as we shall reasonably determine. No allowance for the hire charges or for the cost of repair will be made by us to you unless they have been specifically authorised in writing by us to carry out the repair. You will be responsible for the expense arising from any breakdown of the Equipment unless it is deemed by us to have been caused by an inherent fault in the Equipment, normal running repairs or fair wear and tear. You shall be responsible for all loss and damage incurred by us including but not limited to that caused by your negligent misdirection or misuse of the Equipment whether by you or your employees or agents. You shall be responsible for all hire fees during such time as the Equipment is idle due to such a breakdown. In the event of site conditions deteriorating to the extent that, in our sole opinion, the Equipment is no longer fit for use, we reserve the right to decide to suspend use of the Equipment. A standing charge will be made for such periods or until the Equipment is received back at our depot or other agreed location. You shall be obliged to pay the charges as set out under Condition 2 for stoppages through

causes outside our reasonable control, including bad weather, civil unrest, terrorism or adverse ground conditions and shall also be responsible for the additional cost or expense of recovering the Equipment from soft or flooded ground.

## 12. PROVISIONS RELATING TO WELFARE EQUIPMENT

(i) You will be responsible for ensuring that the site to which we deliver is firm and level and there will be free and unrestricted access for our delivery and/or service vehicle. You should ensure that use of the Equipment is properly supervised in situations where the young, elderly or mentally or physically disabled (whether temporarily through drink or drugs or otherwise) are or are likely to use the Equipment. You will be responsible for making good any damage or loss caused to the Equipment or to any third party property which occurs as a result of this failure.

(ii) We will ordinarily service the Equipment once a week (or as otherwise agreed in writing). We will not be required to service the Equipment if it has been moved without our consent. It is your responsibility to contact us if weather conditions have affected your site, which are likely to prevent us carrying out the service. You should ensure that the Equipment is fixed to the ground so that it cannot be removed or fall over. Where the Equipment provided is a portable toilet it is offered in accordance with BS6465 and any relevant subsequent standards. We recommend a ratio of 1 toilet to 7 persons where weekly servicing is provided and accept no liability where this recommendation is not followed. Any recommendation we informally make about the amount of Equipment you may require does not form part of the contract between us. It is your responsibility to ensure that all persons using the Equipment are fully aware that the water provided as part of the Equipment (if any) is not potable. It is your responsibility to ensure that any water used in connection with the operation of the facility provided is free of contamination including water borne diseases. It is your responsibility to ensure that all other contamination (including but without limitation), needles, sharps, and other waste products or foreign objects are removed from the Equipment before it is returned to us. (We will charge you any costs we incur in restoring the Equipment to a clean state if this clause is not complied with). It is your responsibility to ensure that the Equipment is not used after the termination of the hire period.

## 13. LOCATION OF EQUIPMENT

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

## 14. LAYING, HANDLING AND USE OF EQUIPMENT

(i) Prior to the laying of the Equipment, we reserve the right to visit any site as often as required to assess the suitability of the site for use of the Equipment, to confirm the layout required for the Equipment, and to assess the access route to the site. We shall provide reasonable notice to you. You should make yourself available to accompany us on such a visit. You shall provide, upon reasonable request, a site plan detailing the location of the site, access to it, layout requirements, and site safety conditions.

(ii) Where we have submitted a quotation or agreed the terms of Contract prior to a site visit, we reserve the right to withdraw from and/or amend any quotation or Contract if we later consider access to the site or the site condition is unsuitable for the passage of vehicles or the laying and our handling of Equipment or that the quantity of Equipment ordered is insufficient for the purposes required. We shall not be under any liability should we decide to proceed with the Contract following a site inspection and it subsequently transpires that the site conditions are unsuitable for Equipment. We reserve the right to attend the site at all times throughout the hire period to assess and confirm the suitability of the site conditions for Equipment.

(iii) Where stipulated in the quotation and contract, we shall provide a suitable vehicle, with labour and

management, to install and finally recover the Equipment.

(iv) The cost of any subsequent recovery, relocating and relaying Equipment from the initial delivery point to another as requested by you, shall be borne by you.

(v) You shall provide at our request and at your own cost, any plant, materials or labour which may be required to assist in preparing the ground prior to the initial delivery and any subsequent handling and/or relocation of the Equipment and such work shall be carried out to our satisfaction.

(vi) The cost of any plant, materials or labour supplied by us shall be borne by you.

## 15. LIMITS OF OUR LIABILITY

(i) We will not be liable for any delays caused by any circumstances beyond our reasonable control.

(ii) We will not be liable for any indirect consequential or special loss, loss of business, profits, goodwill, contracts, revenues, 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, even if you have advised us of the possibility of such loss or damage.

(iii) Nothing in these terms and conditions shall exclude us from liability for death or personal injury caused by our negligence, fraudulent misrepresentation or any other type of liability which cannot be excluded or limited by operation of law.

(iv) Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract. To the extent that any of our Liability to you would be met by our insurance then our Liability shall be extended to the extent that such Liability is met by such insurance.

(v) This clause will survive termination or expiry of these terms and conditions.

## 16. INSURANCE AND YOUR RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT

You will pay to us the replacement cost of any Equipment which is lost or stolen or damaged beyond economic repair. You must insure the Equipment on this basis for the duration of the hire and for a period of seven additional working days post hire while the equipment is assessed for damage. You will hold in trust for us and pay to us on demand all money you receive from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the Equipment. You must not compromise any claim without our express consent. If required by us, you will provide 24 hour security patrols, in addition to insurance cover, and at your own cost, to our satisfaction. Where Equipment is reported as lost or stolen and replacement is charged, should the Equipment subsequently be located and returned to us by you in an acceptable condition, an appropriate credit will be issued. However, the period whilst the Equipment was missing will be chargeable at the Weekly Hire Rate and the issue of any credit is strictly subject to this clause.

## 17. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

(i) You have full responsibility for the care, safekeeping and return in good order of the Equipment.

(ii) You will pay to us all costs we incur in rectifying any Equipment returned damaged, unclean or not as delivered. Specifically you shall pay any costs incurred by us in cleaning the Equipment for recovery and costs incurred by us to pack/contain/band the Equipment securely for transportation or loading purposes. If we consider that cleaning, repair, removal of foreign objects or replacement of Equipment is necessary, then we will notify you orally and by electronic mail, and you shall have the right to inspect such Equipment at our depot or other location as notified to you by us and make representations as to the necessity of the cleaning, repairs, or replacements relating thereto, within 5 working days of electronic mail notification. Following any representations our decision will be final. If you fail to inspect or make representations within the

timescale specified, you will be deemed to accept the necessity for any cleaning, repair or replacement and the charges relating thereto. Additionally you will pay for our financial loss until rectification of the Equipment is complete.

(iii) 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.

#### **18. FORCE MAJEURE**

We shall not be liable for any failure to perform any of our obligations as a result of Force Majeure. For the purposes of this Clause, "Force Majeure" means fire, explosion, flood, adverse weather conditions, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage, strike or similar labour dispute, traffic delays or other events or circumstances outside our reasonable control.

#### **19. 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 damages for breach of contract.

#### **20. OUR RIGHTS OF ACCESS**

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

#### **21. 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.

#### **22. SEPARATE TERM VALIDITY AND HEADINGS**

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 for the Sale of 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" means the seller of the Goods. "You" means the buyer of the Goods. The "Goods" means all goods to be sold by us to you. The "Recipient" means the person, firm, company, corporation or public authority to whom the Goods 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 Unfair Contract Terms Act 1977 or any statutory modification of that Act. The Contract will be governed by and interpreted in accordance with English Law.

#### **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**

You will pay the charges stated in the Contract. Where we have granted monthly account facilities to you by electronic mail in writing, all invoices must be paid by the last day of the month following the month of delivery, time being of the essence, unless alternative payment arrangements have been agreed by electronic mail. Where no such facilities have been granted payment will be 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 per cent above the prevailing base rate of the National Westminster Bank PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have.

#### **4. RECEIPT**

You, or the Recipient on your behalf, will receive and unload the Goods and should check them for 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 a separate written (including electronic mail) notice of this 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. You must draw any discrepancy to our carrier's attention at this time and failure to do so, or if you shall have no person on site to sign the receipt, our representative's signature, shall be conclusive evidence of satisfactory receipt of Equipment.

#### **5. RISK AND TITLE TO GOODS**

(i) The risk in the Goods will pass to you immediately on delivery of the Goods to you or to the Recipient.  
(ii) The ownership of the Goods will remain with us and we reserve the right to dispose of the Goods until you have paid in full for all goods which we have supplied at any time to you. Until such payment has been received by us in full you will hold the Goods on our behalf and will be under an obligation to return them to us on demand. You will permit us to enter any land or premises of yours to recover our Goods.

#### **6. LIMIT OF OUR LIABILITY**

(i) All times which we state or quote for delivery are approximate.  
(ii) We will not be liable for any delays caused by any circumstances beyond our reasonable control.  
(iii) 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.  
(iv) Nothing in these terms and conditions shall exclude us from liability for death or personal injury caused by its negligence, fraudulent misrepresentation or any other type of liability which cannot be excluded or limited by operation of law.  
(v) The maximum liability of us under these terms and conditions shall not exceed the total sums paid or payable by you to us in the 12 month period on which the claim or claims arises.  
(vi) This clause will survive termination or expiry of these terms and conditions.

#### **7. FORCE MAJEURE**

We shall not be liable for any failure to perform any of our obligations as a result of Force Majeure. For the purposes of this Clause, "Force Majeure" means fire, explosion, flood, adverse weather conditions, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage, strike or similar labour dispute, traffic delays or other events or circumstances outside our reasonable control.

#### **8. 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.

#### **9. SEPARATE TERMS VALIDITY AND HEADINGS**

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.