

## Equipment Hire Terms and Conditions

### 1. Definition of Terms

**'Charges'** means the Owner's charges for the hire of the Equipment which are current from time to time during the Hire Period.

**'Conditions'** means these terms and conditions of hire.

**'Contract'** means any contract between the Owner and the Hirer for the hire of Equipment, incorporating these Conditions.

**'Deposit'** means any advance payment required by the Owner in relation to the Equipment which is to be held as security by the Owner.

**'Equipment'** means any goods and/or materials which are hired by the Owner to the Hirer including but not limited to all trailers, marquees and generators and any parts and accessories therefore.

**'Hirer'** means the person, firm, company or other organisation hiring the Equipment and specified below including their successors, personal representatives and agents.

**'Hire Period'** means the period stipulated on the Owner's written confirmation of the Hirer's order during which the Equipment is to be held by the Hirer in return for payment of the Charges to the Owner.

**'Owner'** means EventMen Ltd, The Bull Pen, Middleton House Farm, Tamworth Road, Middleton, B78 2BD and its successors.

**'Site'** means the place at which the Equipment is to be deployed.

### 2. Extent of Contract and Title

2.1 A Contract shall arise when the Owner acknowledges the Hirer's order for the hire of the Equipment in writing.

2.2 Subject to any special terms agreed in writing, the Hirer shall pay the Charges and any additional sums which are agreed between the Owner and the Hirer for the provision of the Equipment or which, in the Owner's sole discretion, are required as a result of the Hirer's instructions or lack of instructions or any other cause attributable to the Hirer, including any delay in returning the Equipment or making the Equipment available for collection.

2.3 All charges quoted to the Hirer for the provision of the Equipment are exclusive of any Value Added Tax, for which the Hirer shall be additionally liable at the applicable rate (current UK VAT rate 20%) from time to time.

2.4 The amount of any Deposit and the Charges shall be as quoted to the Hirer or otherwise as shown in the Owner's current price list from time to time. Where a Deposit is required for the Equipment it must be paid in advance of the Hirer hiring the Equipment. The Owner may also require an initial payment on account of the Charges in advance of the Hirer hiring the Equipment.

2.5 The Hirer shall pay the Charges and/or any other sums payable under the Contract to the Owner at the time and in the manner agreed.

2.6 Unless otherwise stated and agreed in writing, a deposit of 50% of the total Charges shall be payable at the time of confirmed order with any outstanding balance(s) due within 30 days prior to the commencement of the Hire Period.

2.7 If payment is not made on the due date, the Hirer shall be liable to pay interest to the Owner from the due date for payment at the annual rate of 5 % above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Owner reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Hirer shall reimburse the Owner for any and all costs incurred by the Owner in recovering payment pursuant to this Condition.

2.8 Risk in the Equipment will pass immediately to the Hirer when it leaves the physical possession of the Owner.

2.9 Risk in the Equipment will not pass back to the Owner from the Hirer until the Equipment is back in the physical possession of the Owner. This shall apply even if the Owner has agreed to cease charging the Charges.

2.10 Ownership of the Equipment remains at all times with the Owner. The Hirer has no right, title or interest in the Equipment except that it is hired to the Hirer.

2.11 The Hirer must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, sub-letting, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. The Hirer shall further protect the Equipment against distress, execution or seizure. The Hirer shall fully indemnify the Owner against all damages, losses, costs, charges and expenses that may be incurred by any breach of these obligations except in the case of government requisition.

2.12 The Hirer shall at all times during the Hire Period maintain adequate insurance in respect of the Equipment at its full replacement value and on a full indemnity basis with a company of good repute.

2.13 If the Hirer fails to insure the Equipment adequately or if the insurance lapses the Owner may take out insurance on the Hirer's behalf and at its cost.

2.14 If the Hirer refuses to take out insurance itself and refuses to allow the Owner to take out insurance on its behalf then the Hirer agrees to indemnify the Owner on a full and continuing basis against any loss or damage suffered by the Owner arising out of damage/loss to the Equipment and all claims for injury to persons or property arising from the Equipment or the use thereof, unless caused by the Owner's negligence.

2.15 The Hirer shall arrange adequate insurance cover for all trailers hired from the Owner on a self-drive basis whilst driven by or on behalf of the Hirer or the Hirer's agent.

2.16 The Hirer will ensure that self-drive trailers are towed by a suitable vehicle and licensed driver in line with current UK legislation and vehicle manufacturers' recommendations.

2.17 The Owner warrants to the Hirer that the Equipment will be provided, as far as reasonably possible, in accordance with the Hirer's request and otherwise made available for delivery/collection at the times previously agreed. Where the Owner supplies any goods supplied to it by a third party, the Owner does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Hirer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Owner.

2.18 Except in respect of death or personal injury caused by the Owner's negligence, or as expressly provided in these Conditions, the Owner shall not be liable to the Hirer whatsoever.

2.19 Subject to any special terms agreed in writing, the entire liability of the Owner under or in connection with the Contract shall not in any event exceed the total charges paid by the Hirer to the Owner under the Contract.

2.20 The Owner shall have no liability for any loss, damage, costs, expenses or other claims for compensation arising directly or indirectly from any act or omission or any other fault of the Hirer and the Hirer shall hold the Owner harmless and shall fully and promptly indemnify the Owner against any loss, damage, costs, expenses or other claims for compensation falling within the scope of this Condition 2.20. For the avoidance of doubt, the indemnity in this Condition 2.20 shall extend to any act or omission or any other fault of any party involved in the use, storage or operation of the Equipment, including but not limited to any of the Hirer's employees, agents, servants or subcontractors.

2.21 The Owner shall not be liable for any indirect, special or consequential loss suffered by the Hirer or for loss of profit of the Hirer.

### **3. Suitability and Delivery in Good Order**

3.1 The Owner shall hire the Equipment to the Hirer, subject to the Conditions, for the Hire Period.

3.2 Any obligation of the Hirer which is stated in these Conditions to apply during the Hire Period shall similarly apply beyond the Hire Period if the Equipment has not been returned to the Owner at the end of the Hire Period.

3.3 The Equipment is to be used only as permitted by the Conditions.

3.4 Where the Owner delivers the Equipment to the Site, the Hirer shall be responsible for providing prompt and unobstructed access to and egress from the Site and, unless otherwise agreed in writing, for the unloading and loading of the Equipment at the Site.

3.5 If anything at or adjacent to the Site prevents or delays the performance of any of the Hirer's obligations under these Conditions, the Owner shall not be liable to the Hirer therefor but the Hirer shall pay any additional costs incurred by the Owner resulting directly or indirectly therefrom. Without limitation, the provisions of this Condition 3.5 shall require the Hirer to pay any additional costs of the Owner attributable to waiting time at or adjacent to the Site.

3.6 The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Equipment from the Owner's premises to the Site and return the Equipment to the Owner's premises at the end of the Hire Period.

3.7 Unless notification in writing to the contrary is received by the Owner from the Hirer within 24 hours of the Equipment being delivered to the Site by the Owner or collected by the Hirer, the Equipment shall be deemed to be complete and in good order, save for any inherent fault. The Hirer shall be responsible for its safe keeping, use in a workmanlike, skilful and proper manner within the manufacturer's rated capacity and return at the end of the Hire Period in a complete state and in equal good order (fair wear and tear excepted). Without limitation, the Hirer shall ensure that the Equipment is used, stored and operated in accordance with any instructions issued for the Equipment and by properly trained and skilled personnel.

#### **4. Security**

4.1 The Hirer shall be responsible for the ensuring the security of the Equipment at all times. Any costs arising from the Equipment not being secured are chargeable to the Hirer.

#### **5. Connection to Mains Services**

5.1 Connection and disconnection to mains services on site are the responsibility of the Hirer and must be performed by a competent operative.

#### **6. Maintenance, Care and Alterations**

6.1 The Hirer shall:-

- (a) not remove from, nor cover up, alter or deface any labels, names or proprietary marks on the Equipment, nor damage, interfere with or alter the Equipment, its working mechanisms or any other parts of it and shall take reasonable care of the Equipment and only use it for its proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Hirer;
- (b) notify the Owner immediately after any breakdown, loss and/or damage to the Equipment;
- (c) take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;
- (d) permit the Owner at all reasonable times and upon reasonable notice to inspect, test, adjust, repair or replace the Equipment, including procuring access to any property where the Equipment is situated;
- (e) be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions;
- (f) not do or omit to do anything which the Hirer has been notified will or may be deemed to invalidate any policy of insurance related to the Equipment;
- (g) not use, nor continue to use any Equipment in an unsafe or unsatisfactory state or environment, or where it has been damaged and will notify the Owner immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person;
- (h) notify the Owner of any change of its address and upon the Owner's request provide details of the location of the Equipment; and
- (i) keep the Equipment at all times in its possession and control.

6.2 In the event of severe weather conditions, including but not limited to wind, frost, snow, hail, heavy rain and storms, the Hirer will take all necessary action to minimise damage to the Equipment, including but not limited to ensuring that frames, canopies and side panels are secured.

6.3 No parts or accessories, including but not limited to weights, may be removed from the Equipment.

Replacement of lost items will be chargeable to the Hirer.

6.4 The Hirer shall ensure that the Equipment is compatible and may safely be used with any other equipment with which it will or may be used. Without limitation, no warranty is given that the Equipment is suitable for the purposes of the Hirer.

6.5 No painting, marking, labelling, signage, letting or advertising shall be affixed on the Equipment without the Owner's written consent.

6.6 The Equipment must be returned by the Hirer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents.

6.7 If the Equipment is returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Equipment, the Hirer shall be liable to pay the Owner for the cost of any repair

and/or cleaning required to return the Equipment to a condition fit for re-hire and to pay the Charges, in accordance with the provisions of Condition 2.2 until such repairs and/or cleaning have been completed.

6.8 The Hirer will pay to the Owner the replacement cost of any Equipment which is lost, stolen and/or damaged beyond economic repair during the Hire Period.

6.9 The Hirer shall pay the Charges for the Equipment up to and including the date it notifies the Owner that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until the Owner has replaced such Equipment the Hirer shall pay, as a genuine pre-estimate of lost profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that period. The Owner shall use its reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible.

6.10 The Owner shall arrange for any breakdown of the Equipment to be rectified on condition that the Hirer immediately informs the Owner of the breakdown.

6.11 The Owner will at its own cost carry out all routine maintenance and repairs to the Equipment during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Equipment. The Hirer will be responsible for the cost of all repairs necessary to the Equipment during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Owner while carrying out routine maintenance and/or repairs.

6.12 No allowance will be made in relation to the Charges, or otherwise, for any non-use of the Equipment due to breakdown.

6.13 The Hirer must not repair or attempt to repair the Equipment unless authorised to do so in writing by the Owner.

6.14 The Hirer shall be responsible for all expenses, loss (including loss of Charges) and/or damage suffered by the Owner arising from any breakdown of the Equipment due to the Hirer's negligence, wanton behaviour, misdirection and/or misuse of the Equipment.

## **7. Health and Safety**

7.1 The Hirer agrees that it will comply with all policies and requirements of the Owner that the Owner may from time to time specify, in relation to matters of health and safety.

## **8. Termination/cancellation**

8.1 In the event of the Hirer failing to make any payment to the Owner when the payment falls due under these Conditions, or the Hirer being in material or persistent breach of any of these Conditions, the Owner shall in its absolute discretion be entitled to treat the Contract between the Hirer and the Owner incorporating these Conditions as terminated and in which case:- (a) the Owner shall immediately cease to have any obligations under these Conditions; and

(b) the Hirer shall immediately return the Equipment at its risk and cost and at such time and to such place as the Owner may specify.

8.2 In the event of the Hirer failing to return the Equipment as aforesaid, or if the Hirer goes into liquidation or steps are taken to levy a distress over the Hirer's assets, the Owner may enter the Site without prior notice and repossess the Equipment.

8.3 In the event of cancellation by the Hirer prior to the commencement of the Hire Period the following standard charges will apply, excepting those items stated in Condition 8.4 below: More than 28 days prior to the hire period - 0% of invoice total, 28 -22 days prior to the hire period 25% of invoice total, 21-15 days prior to the hire period 50% of invoice total, 14-8 days prior to the hire period 75% of invoice total, 7 days or less prior to the hire period - 100% of invoice total. Cancellation of any equipment hire must be received in writing.

8.4 Cancellation exceptions: Where Equipment has been made to order to satisfy the requirements of the Hirer, including but not limited to the branding of any marquee panels, production of flags or manufacture/production of Equipment specifically for the Hirer's use in the Hire Period, the standard cancellation charges do not apply. In these instances, no refund of any Charges shall be payable and 100% of any production costs, material and associated costs that remain outstanding shall be charged to the hirer. Where specified, non-returnable deposits will not be subject to any refunds.

## **9. General**

9.1 The Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.3 No failure or delay by either party in exercising any of its rights under the Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.

9.5 The Hirer shall not use any information which is confidential for any purpose other than to perform its obligations under the Contract. The Owner shall, however, be free to disclose the Owner's role and involvement in the hire of the Equipment to the Hirer for the purposes of advertising or otherwise promoting the Owner's work.

9.6 If, and to the extent that, any failure to perform, or delay in performance, on the part of the Owner, shall be the result of any Act of God, riot, strike, lockout, insurrection, civil disorder, natural catastrophe, or the exercise of authority of any governmental agency, or any political subdivision of any of same, or any other event beyond the reasonable control of the Owner, its agents or employees, the Owner shall be excused from further performance until the cause of the interruption has abated, and shall not be liable for any loss, cost or expense resulting from such failure to perform or delay in performance of its obligations hereunder.

9.7 Any dispute arising under or in connection with the Conditions shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society.

9.8 English law shall apply to the Conditions, and the parties agree to submit to the exclusive jurisdiction of the English courts.