



CONDITIONS OF HIRE 2006.1

EVENT COMMUNICATION SERVICES LIMITED

1. **The Hiring**
- 1.1 Event Communication Services ("the Owner") shall hire and you or your authorised appointee ("the Hirer") shall take on the equipment shown overleaf subject to these Terms and Conditions.
2. **Duration**
- 2.1 Hire of the equipment is charged on a weekly basis and in calculating duration the day of commencement and termination will be included as will public holidays, Saturdays and Sundays. A week means seven consecutive days. Where hire of the equipment is for part of a week the Hirer will be charged for one complete week.
- 2.2 If an order is cancelled within 72 hours of the schedule dispatch date you will be liable for 100% of the hire charges. If an order is cancelled after despatch you will be liable for a minimum one week hire period plus courier costs.
- 2.3 If you amend the order within 24 hours of the hire date we reserve the right to charge you for the cost of labour and materials used to make the changes.
3. **Delivery of Equipment, Risk, Loss and Insurance**
- 3.1 The period of hire commences effective on the day the Owner delivers the equipment to the Hirer in accordance with the express instructions given or otherwise and the period of hire terminates on the day the equipment is received back by to the Owner. You have selected/ordered the equipment and will thoroughly inspect it on delivery to ensure that it meets your requirements. If you are not satisfied with the equipment you must notify the Owner in writing within forty-eight hours of the arrival of the equipment. If the Hirer fails to give such notice then the equipment shall be conclusively presumed to be in all respects in accordance with the order and accordingly the Hirer shall be deemed to have accepted the order of the equipment in question and the Owner shall have no liability for the Hirer with respect to that delivery.
- 3.2 If the Hirer rejects any delivery of the equipment which is not in accordance with the order, the Owner shall within forty-eight hours of being requested to do so by the Hirer supply replacement equipment which is in accordance with the order and if not able to do so shall notify the Hirer and the Hirer may thereafter cancel the order.
- 3.3 Delivery will be effective by the Owner to the Hirer at the Hirer's premises as stated in the Order. After delivery if the Hirer requires the equipment to be transported to a location elsewhere and the Owner agrees you will be responsible and shall pay the cost to the Owner of that alternative delivery. The Owner shall have no liability whatsoever in respect of carriage and delivery of the goods to any place other than the Owner's premises as stated in the Order.
- 3.4 Risk in the equipment passes to you on delivery. You will then be responsible at all times for the equipment and for any damage, deterioration or loss of the equipment with the exception of fair wear and tear. On return of the equipment you will pay to the Owner on demand any costs incurred by the Owner in respect of any damage, deterioration or loss thereby occasioned.
- 3.5 With the exception of fair wear and tear, where equipment is lost, damaged or destroyed beyond repair or cannot be collected if so requested you will pay the owner compensation as follows:
- 3.6 If you damage our equipment you will be charged for any repairs that the Owner decides are necessary
- 3.7 For complete loss or damage beyond repair you will be charged for replacement of the equipment at the full new retail cost.
- 3.8 You are entitled to inspect the equipment at the Owner's premises within 7 days of the date of return before repairs are carried out.
- 3.9 If you are unable to return the equipment to the Owner for whatever reason you must let us know immediately in writing. You will be charged the full new retail prices for any lost equipment. The terms on this cost are 14 days from the date of the invoice. If you pay within the 14 days you will only be charged for the hire up to the date the written notification was received by the owner. If you pay outside the terms of the invoice the hire charges will continue until the owner receives payment.
- 3.10 Should equipment previously invoiced as lost subsequently be returned within 6 months of the original notification, you will be liable for all rental charges up to the date of return. The Hirer will then be credited for any lost equipment charge relating to the returned equipment provided that the equipment is in good condition and working order.
- 3.11 It is not the Owner's responsibility to keep track of equipment in the Hirer's care.
- 3.12 With the exception of fair wear and tear, where equipment is lost, damaged or destroyed beyond repair or cannot be collected if so requested then the Hirer will pay on demand to the Owner the compensation value. Until such payment is made the Hirer will continue to be liable and will pay the hire charges. Payment of the compensation value does not give the Hirer title to the equipment and the Owner has the right to enter your premises to recover possession of such equipment.
- 3.13 The Hirer must from the time of delivery insure the equipment for the compensation value and against claims for injury, loss or damage caused by use of the equipment with an insurer of repute. The Owner may demand to see proof of that insurance on delivery or at any time throughout the hire period. The Hirer must tell the insurer who owns the equipment and to note the Owner's interest in the equipment. The Hirer must pay all the insurance premiums on time and comply with all the conditions of your insurance.
- 3.14 Any equipment not returned at the stated end of the hire period will be deemed to be kept on hire and will be subject to our standard hire charges as published on our website.
4. **Return of Equipment and Termination**
- 4.1 It is the Hirer's responsibility to ensure that all goods are adequately packaged to offer protection and security. The Hirer will be charged for any damage or missing items as a result of the goods not being adequately packaged for return.
- 4.2 Delivery and Collection costs are payable by the Hirer.
- 4.3 If collection fails because the Hirer did not make the equipment available for collection as agreed the Hirer will be liable for any incurred charges.
- 4.4 It may not be assumed that the Owner will automatically collect equipment on the return date of the order. It is the Hirer's responsibility to arrange collection and hire charges will continue until the equipment arrives back at the Owner's premises.
- 4.5 The Owner will endeavour to meet agreed delivery and collection dates but in the unlikely event of delays beyond the Owner's control, the Owner accepts no liability for consequences or costs of such a delay.
- 4.6 The Owner retain the right under this agreement to enter your premises in order to recover the equipment and the Hirer grant us irrevocable licence to do so for this purpose.
- 4.7 The Hirer may terminate a current hire agreement on a minimum of fourteen days' notice prior to the end of the contract in writing being given to the Owner. If any such lesser period of notice is given then the Hirer shall pay 50% of the remaining hire charges for the relevant hire period. On termination the Hirer must return the equipment, or arrange for its collection, to the Owner's premises. In this event the following applies and the Hirer will be responsible for: transport costs incurred by the Owner for the collection of the equipment from its location and its return to the Owner's premises;
- a. where the equipment is not made available or the Owner cannot gain access to premises or the equipment within the premises or where the equipment has been relocated the Hirer will pay all costs and expenses incurred by the Owner in gaining access, discovering location and securing removal of the Equipment;
- b. the cost of any loss, damage to or destruction of the equipment as contained in clauses 3.4 and 3.5.
- 4.8 Your right to hire of the equipment shall cease and the agreement be terminated if:
 - a. the Hirer breaches this agreement;
 - b. you make a voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise and for the purposes of amalgamation or reconstruction);
 - c. you do anything which in the opinion of the Owner falls into question or anyway puts in doubt the Owner's interest in the equipment.
5. **Hiring Charges**
- 5.1 The charges for hire of equipment may be subject to written quotation by the Owner valid for a period of 90 days.
- 5.2 Subsequent to the equipment being taken on hire, the Owner unconditionally reserves the right to vary the hire charges and in the event of such change the Owner will notify the Hirer in writing. The change in charges will apply 7 days subsequent to the date of notification.
- 5.3 Notwithstanding clause 4.1 above, where the Hirer wishes the Owner to collect the equipment the Hirer must first contact the Owner to arrange collection. It is the Hirer's responsibility to do so and must not assume that the Owner will automatically arrange collection.
- 5.4 Payment for first time hire by new customers is due upfront in cleared funds.
- 5.5 A refundable deposit is required for first time hire by new customers to the sum of 50% of the total value of the equipment hired. This is returnable by post after the equipment is checked less any repair or replacement costs if necessary. In the unlikely event that damage or loss exceeds the original deposit amount, the hirer will be liable for the balance payment.
- 5.6 Payment by the Hirer of the hire charges will include VAT (at the rate then in force) or any other form of taxation. Payment is to be made against an invoice within thirty days of the date thereof. The Owner reserves the right to charge interest on late payment at 4% above the bank base rate current and as applied by the Bank of Scotland as at the date of such late payment.
- 5.7 Credit is by application only and is subject to status. A returnable deposit may be required. Credit terms are thirty days net and the Owner reserves the right to charge interest at a rate of 4% above the base rate of the Bank of Scotland on the outstanding balance.
- 5.8 The Hirer may not deduct any sums due to the Owner or hire charges or delivery (where applicable) on account of any alleged claim or dispute against the Owner.
6. **The Hirer's Obligations**
- 6.1 The Hirer shall during the continuance of this agreement take proper care of the equipment to avoid damage whether from misuse or other causes. If any damage of any nature is caused to the equipment over and above reasonable wear and tear the Hirer will be responsible for the repair costs or compensation value of the equipment.
- 6.2 The Hirer must not alter or modify the equipment in any way.
- 6.3 The Hirer must advise the Owner if the location of use of the Owner's equipment is changed.
- 6.4 As requested, the Hirer must allow the Owner any reasonable time on reasonable notice being given with the Owner to inspect the equipment.
- 6.5 The hirer has no right to repair damaged equipment without prior agreement and authorisation from the Owner.
7. **Rights of the Owner**
- 7.1 The legal and equitable title remains at all time with the Owner.
- 7.2 The Hirer shall not assign, transfer, sub-let or delegate or otherwise purport to assign, transfer, sub-let or delegate any of its rights and obligations hereunder to anyone else. In particular, the Hirer must not part with possession of or change the location of the equipment. The Hirer must not do anything which could prejudice the Owner or jeopardise the Owner in connection with the equipment or its use.
- 7.3 If the Hirer wishes to transfer the equipment to a third party then you must first obtain the express written permission of the Owner and the transfer must take place in a manner directed by the Owner.
- 7.4 In the event that there is a transfer of equipment which is disputed the liability for hire charges will remain with the original Hirer until such time as the dispute has been resolved.
8. **Indemnity**
- 8.1 Subject as expressly provided in these terms, all warranties, conditions or other terms implied by statute of common law are excluded to the fullest extent permitted by law.
- 8.2 The Hirer will indemnify the Owner against any damages, losses, costs, claims and expenses due to any loss or damage, howsoever caused.
- 8.3 Clause 8.1 will not exclude or restrict the Owner's liability under law for death or personal injury arising directly from the Owner's negligence. If the equipment is involved in an accident resulting in death or personal injury for which the Owner may be held responsible the Hirer must give immediate notice to the Owner by telephone and confirm with full details in writing.
- 8.4 The Hirer must not make any admissions otherwise accept liability to any other person or make any offers or promises of payment.
- 8.5 Except in respect of death or personal injury by the Owner's negligence, or liability for defective products under the Consumer Protection Act 1987, the Owner shall not be liable to the buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under the express terms of the agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the seller, its employees or agents or otherwise) which arise out of connection with the hire of the equipment or their use by the Hirer and the entire liability of the Owner under or in connection with the agreement shall not exceed the price of the hire of the equipment, except as expressly provided in the terms. The Hirer will be invoiced in advance either for every four weeks or for the total hire period, whichever is the shorter.
9. **General provisions**
- 9.1 All the conditions of hire set out in the terms herein replace any other terms and conditions which may previously have been agreed.
- 9.2 The Hirer must ensure that installation and use of the equipment by the Hirer of the equipment complies with all statutory requirement and regulations as may be in force.
- 9.3 Any notices or demands shall be effected by delivery or pre-paid first-class post. Notice must be sent to or delivered to the Owner's designated place of business. Notices or demands from the Owner to the Hirer must be sent or delivered to the contracted address. All notices sent by ordinary pre-paid post shall, unless otherwise stated, be deemed to have been delivered two days after posting.
- 9.4 This agreement shall be governed by the laws of England, and the Hirer agrees to submit to the non-exclusive jurisdiction of the English Courts.
- 9.5 Acceptance of delivery of the equipment is acceptance of these terms and conditions
- 9.6 Hire of equipment is based on the assumption that equipment is returned clean and in good condition (as it was dispatched to the hirer).
- 9.7 In the event of equipment being returned to the Owner in a soiled condition, the Hirer will be liable for a cleaning charge at an hourly rate.
- 9.8 The Hirer accepts full responsibility for the use of the equipment during the hire and agrees not to use the equipment for any illegal or improper activity.
- 9.9 Equipment on hire cannot be taken outside of the UK nor be allowed outside of the Hirer's possession without the express permission of the owner.
- 9.10 We reserve the right to change this agreement and our charges at any time. Current version of charges and terms and conditions are posted on our website www.eventcommunications.co.uk. Please check this regularly for updates.