

CONDITIONS OF HIRE

EVENT COMMUNICATION SERVICES LIMITED

- 1. The Hiring
1.1 Event Communication Services ("the Owner") shall hire and you ("the Hirer") shall take on the equipment shown overleaf subject to these Terms and Conditions.
2. Duration
2.1 Hire of the equipment is on a weekly basis and in calculating duration the day of commencement and termination will be included as will public holidays, Saturdays and Sundays.
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 returned by the Hirer to the Owner.
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.
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.
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 then you will pay on demand to the Owner the compensation value.
3.6 You 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.
4. Return of Equipment and Termination
4.1 You may terminate the agreement for hire on a minimum of fourteen days' notice in writing being given to the Owner.
a. transport costs incurred by the Owner for the collection of the equipment from its location and its return to the Owner's premises;
b. 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 you will pay all costs and expenses incurred by the Owner in gaining access, discovering location and securing removal of the Equipment;
c. the cost of any loss, damage to or destruction of the equipment as contained in clauses 3.4 and 3.5.
Your right to possession of the equipment shall cease and the agreement terminated if:
a. you commit a breach of 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.
If this clause applies then, without limiting any other right or remedy available to the Owner, the Owner may cancel the agreement or suspend any further deliveries under the agreement without any liability to the hire, and if the equipment has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- 5.1 Hiring Charges
The charges for hiring the equipment is subject to written quotation by the Owner. The quotation will be 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 complete and return to the Owner the collection request form. The hire charges will continue to be payable until the equipment is returned to the Owner.
5.4 Payment by you 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 3% above the bank base rate current and as applied by the Bank of Scotland as at the date of such late payment.
5.5 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 3% above the base rate of the Clydesdale Bank on the outstanding balance.
5.6 You 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.
5. 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 You must not alter or modify the equipment in any way.
6.3 As requested, the Hirer must allow the Owner any reasonable time on reasonable notice being given with the Owner to inspect the equipment.
6. 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, you must not part with possession of or change the location of the equipment. You must not do anything which could prejudice the Owner or jeopardise the Owner in connection with the equipment or its use.
7.3 If you do wish 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 equipment will remain charged to you until such time as the dispute has been resolved.
7. 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 you must give immediate notice to the Owner by telephone and confirm with full details in writing.
8.4 You 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.
8. 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 You must ensure that installation and use by you 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 our address given above. Notices or demands from us to you must be sent or delivered to your address given overleaf. 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.

I agree to the above terms and conditions

Signed..... Company..... Date.....