

Conditions of Hire

1. In these Conditions:

'Company' means Stagecraft Technical Services.

'Contract' means a contract for the hire of Equipment.

'Equipment' means the equipment specified in the Hire Agreement or any individual item thereof.

'Hire Agreement' means the Company's Hire Agreement which sets out the Hirer's order for the Equipment to which these Conditions apply.

'Hire Charges' means the charges as set out in the Hire Agreement payable by the Hirer to the Company for the hire of the Equipment, together with any additional charges in respect of delivery and packaging.

'Hire Period' means the period of the hire of the Equipment commencing at 12 noon on the date specified on the Hire Agreement and which shall end (if later than 12 noon on the date specified on the Hire Agreement) on the date on which the Equipment is returned to the Company.

2. Hire of Equipment

- 2.1 The Hirer shall hire the Equipment from the Company for the Hire Period at the Hire charge subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 All descriptions and specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only, and are intended only to present a general idea of the Equipment to which they refer and shall not form part of the Contract. Due to continuing development, the Company reserves the right to change specifications without notice and to supply equipment of a similar design to the Equipment.
- 2.3 Any advice or recommendation given by the Company or its employees or agents to the Hirer or its employees or agents as to the storage, application or use of the Equipment which is not confirmed in writing by the Company is followed or acted upon entirely at the Hirer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the company shall be subject to correction without any liability on the part of the Company.
- 2.5 The Hirer shall provide the Company with satisfactory proof of identity as it may request prior to the release of the Equipment to the Hirer.

3 Orders

- 3.1 The Company shall only accept an order for hire of Equipment provided that it is confirmed in writing. The acceptance of the Hirer's order as evidenced by the Signature on the Hire Agreement by an authorised employee of the Company shall constitute the contract.
- 3.1 The Hirer shall be responsible to the Company for ensuring the accuracy of the terms of the order submitted to the Company, and for giving the Company any necessary information within a sufficient time to enable the company to perform the Contract in accordance with its terms.
- 3.2 All orders must be confirmed in writing by the Hirer prior to collection or delivery of the Equipment and a failure to confirm may result in Equipment not being supplied as requested. The Company shall have no obligation to fulfil an order unless such order is confirmed in accordance with this Condition.

4 Hire Charges and Payment

- 4.1 The Hirer shall pay to the Company either in advance or on the basis set out in the Hire Agreement the appropriate Hire Charges for the Equipment. Hire Charges are calculated from day of dispatch until day of return of the Equipment and are based on a period of one week or part thereof irrespective of whether the Equipment is in use or not.
- 4.2 The Company reserves the right, by giving notice to the Hirer at any time before the Equipment is delivered to or collected by the Hirer, to increase the Hire Charge to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, increase in costs from the suppliers of the Equipment to the Company; any change in delivery/collection dates, quantities or specifications for the Equipment which is requested by the Hirer, or any delay caused by any failure of the Hirer to give the Company adequate information or instructions).
- 4.3 The Company reserves the right to require a deposit on account of the Hire Charge prior to accepting an order.
- 4.4 The Hirer shall pay a refundable security deposit of either £100 or a sum equal to 50% of the value of the Equipment (whichever is greater) to the Company prior to the collection or delivery of the Equipment. The Company shall be entitled to use such security deposit towards the costs of repairing any damage in the Equipment caused by the Hirer during the Hire Period and any balance of the security deposit shall be refunded to the Hirer.
- 4.5 The Hire charges are exclusive of any applicable value added tax, which the Hirer shall be additionally liable to pay for the Company.
- 4.6 The Hirer shall notify the Company at least 24 hours before the commencement of the Hire Period of any cancellation of the Contract and a failure to notify shall render the Hirer liable to a cancellation charge equal to the Company's loss caused by the cancellation subject to a maximum of the Hire Charge.
- 4.7 Where payment of the Hire Charges is not made in advance, the Hirer shall pay the Hire Charges within 14 days of the date of the Company's invoice. The time of payment of the Hire Charges shall be of the essence of the Contract and the Hirer may not withhold payment by reason of any right of set-off or counterclaim which the Hirer alleges to have or for any other reason whatsoever.
- 4.8 If the Hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Hirer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Lloyds TSB base rate from time to time, until payment in full is made.

5 Delivery and Inspection

- 5.1 Any dates and times quoted for delivery of the Equipment are approximate only and the Company shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery shall not be of the essence of the Contract.
- 5.2 Where the Company agrees to deliver the Equipment otherwise than at the Company's premises, the Hirer shall be liable to pay the Company's charges for delivery, packaging and insurance and delivery will be effected by the Company leaving the Equipment at the location specified by the Hirer.
- 5.3 The Equipment shall be suitably packaged or supplied in protective cases by the Company and the Hirer shall ensure that such packaging or cases are used when the Equipment is returned to the Company. In addition, the Hirer shall ensure that dust sheets are always used where supplied. The Company reserves the right to make an additional charge for any packaging or cases not returned.
- 5.4 The Hirer shall conduct an inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or has been lost, the Hirer shall immediately notify the Company by telephone upon receipt specifying the defect. The Company may at its option require the Hirer to return such damaged Equipment to the Company on demand. Under no circumstances shall the Hirer attempt to carry out any repairs whatsoever to the Equipment without the Company's express prior consent. If the Hirer fails to notify the company in accordance with this Condition, or to return the equipment on demand, the Hirer shall pay to the Company the full cost of repair or replacement of the Equipment or the full hire rate for the damaged Equipment until returned.

5.5 Where the Company agrees to deliver equipment under standard delivery charges and the equipment is of such a nature as to require two or more people to unload the equipment, due to weight or size, the Hirer shall provide two or more fit and able-bodied adults to assist the driver to remove the equipment from the vehicle. The Hirer shall be responsible for ensuring that the able-bodied adults have been instructed in Manual Handling techniques and are supplied with the necessary Personal Protective Equipment in accordance with all Health and Safety legislation are available to move the equipment to its final destination. These conditions apply in the event that the company agrees to collect the equipment under standard collection charges.

6 The Hirer Shall:

- 6.1 Keep the Equipment in its sole possession and ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.
- 6.2 Not remove or alter or permit removal or alteration of, identification or registration numbers or marks upon the Equipment and shall not allow the Equipment to become in the Company's opinion, in jeopardy.
- 6.3 Prior to the use of the Equipment, allow sufficient time to test and familiarise itself with the Equipment and if required read all instructions, manuals and other information in relation to the Equipment (which are available on request from the Company). The Company shall accept no responsibility for any problems which arise from the Hirer's failure to learn how to use the Equipment. Under no circumstances should the Hirer or its employees or agents attempt to use the Equipment unless he is competent and qualified to do so.
- 6.4 Immediately notify the Company of any breakdown or unsatisfactory performance of the Equipment specifying the defect and in such event the provisions of Condition 5.4 shall apply.
- 6.5 Ensure that the Equipment is properly stored and protected from interference and damage from any source whatsoever.
- 6.6 At its expense keep the Equipment in good repair, condition and working order, fair wear and tear excepted.
- 6.7 Not without the prior written consent of the Company make any modification or alteration to the Equipment, or take the Equipment outside mainland Great Britain.
- 6.8 Allow the Company to inspect the Equipment at any time upon request.
- 6.9 Return all faulty or failed lamps to the Company. No charge will be made for lamps which fail as a result of an electrical fault. The replacement cost of the lamps will be charged to the Hirer if the lamps fail as a result of mechanical damage (e.g. being dropped or burned at an incorrect angle) or if the lamps are not returned with the Equipment.
- 6.10 Not change plug tops nor tamper with the wiring of the Equipment in any way.
- 6.11 Not remove connectors from the Equipment. If connectors are found to have been removed when the Equipment is returned an additional charge of £3.00 together with the cost of a replacement connector shall be made for each lost connector.
- 6.12 Return all cables coiled as they were supplied. If cables are not returned coiled an additional charge of £3.00 per cable shall be made for untangling or recoiling such cable.
- 6.13 Unless otherwise agreed with the Company, return the Equipment to the Company at the Hirer's expense on the expiry or sooner determination of the Hire Period in a condition consistent with the proper performance of the Hirer's obligations under the Contract.
- 6.14 Not sell, assign, mortgage, charge, sublet, pledge credit or permit any lien to be created on the Equipment or any interest in them.
- 6.15 Ensure that the Equipment is compatible and may safely be used with any other equipment used by the Hirer.
- 6.16 Ensure that the Equipment hired from the Company is suitable for its purposes.

7 Ownership

- 7.1 The equipment shall at all times remain the property of the Company and the Hirer shall have no rights to the Equipment other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Company in respect of the Equipment are or may be prejudicially affected.
- 7.2 If the Hirer shall at any time be in breach of these Conditions then the Company shall be entitled at any time to require the Hirer to deliver up the Equipment to the Company, and if the Hirer fails to do so forthwith, to enter upon any premises of the Hirer or any third party where the Equipment is being stored or used and repossess the Equipment.

8 Loss, Damage and Insurance

- 8.1 In the event of any loss or damage to the Equipment the Hirer shall at the Company's sole discretion either pay for its replacement, or the cost of restoring it to good working order, or allow the company or its agent to carry out such work at the Hirer's expense.
- 8.2 The Hirer shall during the Hire Period (without prejudice to the liability of the Hirer to the Owner pursuant to clause 7.1) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks). The Hirer shall notify its insurers that the Equipment is on hire from the Company and request the insurers to endorse a note of such interest on the policy, naming the Company as loss payee. The Hirer shall on demand show to the Company the policy, the premium receipts and insurance certificate and shall not use or allow the equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.
- 8.3 Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify the Company. The Hirer shall hold any monies received by the same as the Company directs.
- 8.4 As an obligation surviving the termination of the Contract, the Hirer shall be solely responsible for any hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the company as a result of any accident involving the Equipment or any breach or default on the part of the Hirer in the discharge of its obligations under the Contract.

9 Liability

- 9.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with a failure in the Equipment; the hire of the Equipment or their use by the Hirer, and the entire liability of the Company under or in connection with the contract shall not exceed the amount of the Hire Charges, except as expressly provided in these Conditions.
- 9.2 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.3 The company shall not be liable to the Hirer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Equipment, if the delay or failure was due to any Act of God, breakdown or other failure of the Equipment, power failure or interruption, war, strike, lock-out, industrial action, fire, flood drought, or other event beyond the Company's reasonable control.

10 Termination

- 10.1 Company may (without limiting any other remedy) at any time immediately terminate the Contract by giving written notice to the Hirer if the Hirer commits any breach of these Conditions or if the Hirer goes into liquidation; or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 10.2 On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with the company's consent and shall (unless otherwise agreed with the Company) forthwith return the Equipment to the company as specified as Condition 6.13.
- 10.3 Any expense incurred by the company in recovering possession of the Equipment on default by the Hirer in returning them under Condition 6.13 or in repossession under Condition 10.2 shall be reimbursed by the Hirer to the company on demand.

11 General

- 11.1 Conditions constitute the entire agreement between parties and supersede any previous agreement understanding. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 11.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that 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.
- 11.3 No waiver by the Company of any breach of the contract by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.5 English law shall apply to the contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.

12 Production Hire Only

- 12.1 We agree to provide you with the number of personnel referred to in the order for the periods of time referred to in such order.
- 12.2 We confirm that all of the people used in relation to this contract will have skills appropriate to the function that they will carry out and they will use all reasonable care and skill in carrying out the services.
- 12.3 We will agree to hire to you the equipment referred to in the order for the periods of time referred to in such order. Where we are arranging for delivery of such goods and/or personnel to such site we will ensure that they are delivered before the start of the hire period.
- 12.4 We agree to sub-contract only those parts of the services as shall be reasonable. We shall remain liable for the acts or omissions of any sub-contractors and on request will keep you fully informed of all such decisions.
- 12.5 All prices are stated exclusive of VAT which will be charged in addition.
- 12.6 In agreeing the price of the contract we will have relied on the information you have provided. In the event that such information proves to be incorrect then we will be entitled to make an additional reasonable charge in relation to such additional work as shall be necessary to complete the contract.
- 12.7 In the event that any variations, as agreed by the parties, result in an increase to the original contract price, such price shall be increased accordingly.

-
- 12.8 Unless expressly specified in the order the following matters are excluded from the contract and if they are provided by us (at your request) we shall be entitled to charge additional fees in relation to them, subject to any supporting evidence as you may reasonably require. This will cover any reasonable (i) travel expenses, (ii) accommodation expenses (which must be of a reasonable standard in single rooms and close to the venue), (iii) expenses for food and soft drinks for personnel, (iv) venue costs (including additional costs associated with provision of sufficient power supply and the other services we need to stage the event), and (v) any editing or translation costs. The extent of any insurance cover held by us and any relevant costs shall be addressed in our proposal.
- 12.9 The normal payment terms are as follows (unless otherwise agreed and confirmed by the parties on a case by case basis) where the value of an order does not exceed £5,000 (exclusive of VAT) we shall invoice you for the full amount prior to the completion of the project and you shall pay such amount within 14 days of receipt of the invoice; and
- 12.10 Where the value of an order exceeds £5,000 (exclusive of VAT), a first payment equal to 50% of the contract price is payable on the order being placed, a second payment equal to 30% of the contract price is payable before the event is to be held and we shall invoice you for the balance following the completion of the project and you shall pay such balance within 14 days of receipt of the invoice.
- 12.11 Interest at the rate of 4% above the base rate of Barclays Bank Plc from time to time shall apply on any late payment (both before and after judgement).
- 12.12 In the event that you fail to make any payment on the due date then we shall be entitled to cancel this contract which cancellation shall be without prejudice to our rights against you in relation to this contract (including without limitation the right to recover from you all costs incurred prior to such cancellation).
- 12.13 You agree to provide all reasonable access to the site, specified in the order, a safe environment for all services to be provided under this agreement (to the extent that they are not provided at our site) and you agree to provide us from time to time with all information and assistance that we reasonably request and is necessary for us to have in order to carry out the work.
- 12.14 In no event will either party have liability for consequential loss, loss of profit, business, revenue, goodwill (whether or not that party has been notified thereof) or similar losses.
- 12.15 It is further agreed that where due to an event of force majeure namely something which is beyond our control which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority; inability to supply the personnel and/or equipment, breakdown of equipment, labour disputes of whatever nature and for whatever cause arising, acts of terrorism and venue related issues,. We are unable to carry out our contracted activities we shall use all reasonable endeavours to mitigate the effects of the force majeure event in co-operation with you. However, any such matter which cannot be mitigated shall not constitute a breach of this agreement and we shall have no liability in relation thereto. However at your cost we will provide such assistance as we reasonably can to pursue our claims against any third party (including any subcontractor) and will pay over to you such proportion of such monies as we recover from such third party as shall be reasonable. If the event of force majeure cannot be reasonably mitigated to your satisfaction within a reasonable period of time you shall be entitled to cancel this contract in accordance with clause 12.16.
- 12.16 In any event unless expressly agreed otherwise in writing by one of our directors you accept that our maximum aggregate liability in relation to a breach of this contract or any losses, claims or damages resulting from our negligence or wilful default shall not exceed the amount of the consideration paid by you to us in relation to this contract.
- 12.17 Should the event be cancelled we reserve the right to charge for work completed to date, any reasonable reinstatement work or construction at the relevant venue and any non-cancellable third party costs. In any event, the amount payable on cancellation shall not exceed the value of the contract price less any amounts paid prior to cancellation. Should the event be moved to another country/venue, we reserve the right to charge for any reasonable additional costs incurred provided that we use all reasonable endeavours to minimise such costs.
- 12.18 If you are dissatisfied with the services provided by us then you agree that you shall make all reasonable efforts to notify us as soon as practical, and within 7 working days of the event or the date on which the services were provided.
- 12.19 Save as set out in this agreement no statement undertaking warranty or condition express or implied by law trade custom or otherwise shall apply to this contract beyond our having liability as set out in these terms and conditions (unless agreed specifically otherwise by a director of our company) we cannot accept any responsibility and/or liability for any failure which may happen to the equipment and/or the site and/or any disruption to the show or otherwise.
- 12.20 Nothing in this agreement shall restrict our liability for death and personal injury arising from our negligence.



Porton Business Centre, Porton, Wiltshire, SP4 0ND

Tel: 0845 838 2015

Fax: 0845 838 2016

www.stagecraft.co.uk

END