

Hire Agreement Terms And Conditions.

2. Hire of the Equipment and / or Services

2.1 The Company agrees to hire, and the Hirer agrees to take on hire the Equipment and / or Services for the Hire Period on the terms and conditions of hire set out in these conditions.

2.2 The hire of the Equipment and / or Services commences on the Commencement Date and continues for the Hire Period subject to termination as provided by these conditions.

2.3 The Company shall prepare a Hire Agreement and, at the time of delivery or collection of the Equipment or provision of the Services, the Hirer or a person authorised on its behalf, shall sign the Hire agreement form, which signature shall constitute the Hirer's acceptance of the Equipment and / or Services and agreed rental charges.

2.4 The Company shall use all reasonable endeavours to have the Equipment and / or Services available for delivery or collection on the Requested Delivery Date, but the Company shall not incur any liability whatever in the event of any delay caused by events beyond the control of the Company.

2.5 The signatory having signed the Hire agreement form warrants that they are duly authorised on the Hirer's behalf to enter into the contract and personally indemnifies the Company against all losses and costs that may be incurred by the Company if this is not the case.

3. Period of Hire

3.1 The hire period is as defined in 1 above.

3.2 Should any extension of the hire be required; the hirer must apply to the company in writing for such an extension. If the extension is accepted by the company, it will provide the hirer with an additional hire agreement, stating the extension terms. Only upon receipt of such a hire agreement, signed by a representative of the hirer or hiring company, will be deemed to be extended.

4. Rentals

4.1 The Hirer shall pay to the Company the rentals (subject to any adjustment as provided by clause 5) in accordance with the invoice(s) issued by the company.

4.2 Time shall be of the essence in respect of the payment of all Rentals and all other sums due from the Hirer to the Company under these conditions and the Hirer shall be deemed to have repudiated these conditions if any of the Rentals or other payments remain unpaid for 28 days or more after becoming due.

4.3 All Rentals and other sums due from the Hirer to the Company shall be increased to include VAT at the rate or rates for the time being in force.

4.4 All payments will be made by bank transfer to the account nominated in the Hire Agreement or shall be made to the address of the Company stated in the Hire Agreement or to such other address or bank account as the Company may from time to time communicate to the Hirer.

4.5 Any payment sent by post shall be so sent at the risk of the Hirer.

4.6 Repudiation by the Hirer will invalidate the Hirer's discount, if applicable. The Hirer will then be liable to pay full list price for the hire of the equipment.

5. Service Charge

5.1 Service Charge shall be payable by the Hirer on:

5.1.1 overdue Rentals; and

5.1.2 all other sums payable or which become payable under the Contract which are unpaid in each case from the due date to the date of payment at the Default rate.

Any Service charge payable under clause 4.1 above shall run from day to day and shall accrue after as well as before any judgement.

6. Use of the Equipment and / or Services.

6.1 The Hirer may use the Equipment and / or Services for the purposes of its business.

6.2 The Equipment and / or Services are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.

6.3 The Equipment and / or Services are not permitted by the Hirer to be used for any purpose beyond their capacity or in a manner likely to result in undue deterioration of them.

6.4 The Hirer agrees that it will not:

6.4.1 without the prior consent of the Company effect any alteration or other modification to the Equipment. In particular, cables must not be cut, and plugs and sockets must not be rewired by the Hirer. Any Equipment found to have been modified or in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price on return.

6.4.2 remove or interfere with any identification marks or plates affixed to the Equipment, not attempt or purport to do so, nor permit the same.

6.5 The hirer agrees that it will not employ or otherwise use hired equipment on any illegal unlicensed event. Should the Company suspect this has happened the Company reserves the right to inform the police of the suspected event, and present details of the hirer to them.

6.6 Flight cases supplied by the Company are for transportation and storage only. They must not be used for any other purpose including scenery, stands, crowd barriers, working platforms or access steps.

6.7 Any equipment provided by the Company in a flight case must be transported in that flight case. The Company may be granted permission to transport the equipment within other suitable packaging, in which case, the Hirer is entirely liable for all damage, including cosmetic, and any technical or physical failure.

6.8 All cables and rigging hardware must be returned as supplied. Cables neatly wound and looms retuned as supplied. All equipment must be in its respective flight cases as supplied. Failure to do so will result in additional handling charges.

6.9 The Hirer must ensure that all marking tape must be removed from equipment immediately after use. No food or drink must be permitted on, over, above or in close proximity to electronic equipment. Under no circumstances must electronic equipment be used outdoors without adequate protection from the elements, including humidity or condensation when equipment is to be left outdoors overnight, electronic equipment must be left powered up and adequately supervised. All Control / Processing equipment must be kept in a clean, dry, dust free environment for the duration of the hire.

6.10 The Hirer must ensure that everyone who uses the equipment has been properly instructed in its safe and proper operation and must ensure that every user is in possession of any necessary instructional material for the equipment.

7. Duties of the Company

The Company shall during the continuance of the contract;

7.1 Ensure that any Equipment is supplied to the Hirer in normal working order and maintain liability for the rectification of any defect or failure arising from normal usage;

7.2 In the event that the Equipment and / or Services become temporarily unusable or unavailable (other than as a result of accident, damage, theft or vandalism), make available replacement Equipment and / or Services (not necessarily of the same type and age) for collection by the Hirer within 48 hours (or as soon after that as is practicable) after the receipt of notification from the Hirer requesting replacement Equipment.

8. Duties of the Hirer

The Hirer shall during the continuance of the contract:

8.1 Ensure that the Company's Equipment is not used for any purpose beyond its capacity or in any manner likely to result in the deterioration of the Equipment;

8.2 Accept responsibility for ensuring that any relevant regulations, rules or statutory provisions governing, or related to, the use of the hire Equipment and / or Services are complied with during the period of hire and obtain and pay any sums due to acquire any licence or authority legally required to use the Equipment;

8.3 Accept responsibility for advising the Company of the location of the hire Equipment during the period of hire, and of any changes in the location;

8.4 Not take or allow the Equipment to be taken out of the United Kingdom mainland without receiving the prior written authority of the Company and, in the event of that authority being given, with regards to clause 7.1 it will be expressly agreed that the Hirer shall be responsible for the cost of international freight, customs and carnet charges and any freight agent charge and in the event of onsite inspection or maintenance, the Hirer will be responsible for technicians transport, accommodation, and catering cost as deemed necessary by the Company, for the period that the Equipment is outside the United Kingdom mainland;

8.5 Collect from and return to the Company, or from and to such place, as the Company shall advise, any replacement Equipment to be made available to the Hirer in accordance with clause 7.2.

8.6 Bear the cost of the repair or rectification of any damage to the Equipment resulting from all negligence or improper use of the Equipment by the Hirer;

8.7 Not sell, assign, mortgage, let, hire or otherwise dispose or part with possession of the Equipment or part of the Equipment or charge the benefit of these conditions nor attempt or purport to do so;

8.8 Take all necessary steps (at its own expense) to retain and recover possession and control of the Equipment if the Hirer loses possession or control;

8.9 Notify the Company within 24 hours of any damage to, or failure of, or defect in any hired Equipment and confirm this in writing within 3 days of initial notification;

8.10 Permit the Company or its authorised representatives at all reasonable times to enter upon the premises where the Equipment may from time to time be in use or stored to inspect and test the condition of the Equipment;

Permit the company to exchange, with notice, any equipment with operationally equivalent or better equipment for annual inspection or testing. The Company will, where possible, provide equipment with test renewal dates at least 7 days after the initial Hire Period. In the event of the Hire Period being extended, the Company will be permitted to request the return of any equipment that would be due for annual inspection within the new Hire Period, and offer a replacement set of equipment.

8.11 Take responsibility for insuring equipment against ‘all risk’ to full replacement value;

8.12 Reimburse the Company for any loss or damage to the Equipment to the full replacement value thereof.

8.13 It is the hirer’s responsibility to provide batteries for all battery-powered equipment. The Company does not supply batteries. If a piece of equipment contains a battery it is probably left, there by a previous hirer.

9 Insurance

9.1 The Hirer shall throughout the Hire Period (without prejudice to any liability of the Hirer to the Company) take responsibility for insuring the Equipment (including any replacement Equipment provided under clause 7.2) at its own expense. Underwriters against all loss or damage from all risks in an amount equal to the full new replacement value of the Equipment.

9.2 If the Hirer takes out a policy of insurance in respect of the Equipment to cover the Hire Period it shall notify its insurers that the Equipment is on hire from the Owner and request the insurers to endorse a note of the Company's interest on the policy of insurance naming the Company as loss payee.

9.3 Where any event or accident occurs which is a risk covered by the Hirer's insurance, the Hirer shall:

9.3.1 Immediately notify the Company of such event or accident;

9.3.2 not compromise any claim without the consent of the Company;

9.3.3 indemnify the Company against all loss or damage to the Equipment not recoverable under the policy of insurance;

9.3.4 allow the Company to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, loss of use of the Vehicle, or loss of or damage to the property of the Hirer unconnected with the vehicle); and

9.3.5 at the expense of the Hirer, take such proceedings (in the sole name of the Hirer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as provided in these conditions.

9.4 If the Equipment is declared a total loss, the hire of it shall terminate, and the Company at its option shall apply any proceeds of insurance received by it:

9.4.1 Towards a replacement of equivalent value, which replacement shall be deemed to be included in these conditions for all purposes, and the Hirer shall continue to be liable to pay Rentals as if such loss had not taken place; or

9.4.2 in or towards payment to the Company of the sum necessary to compensate the Company for the loss or profit suffered as a result of the loss of the Equipment.

9.5 The Company has the right to repair or have repaired the Equipment which suffers damage (and not a total loss), but if the Company does not choose to do so, the

Hirer is liable at its own expense (but subject to any insurance proceeds) to reinstate or repair it and shall continue to pay Rentals in respect of the Equipment during such reinstatement or repair.

9.6 The Hirer is liable to pay to the Owner any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss, and (subject to the application of insurance proceeds under sub-clause 9.4.2) shall indemnify the Owner accordingly.

10. General Liability

10.1 The Company does not hire the Equipment subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose or age of the Equipment and any conditions and warranties are hereby expressly excluded insofar as permitted by law.

10.2 Save for the Company's liability for death or personal injury caused by the negligence of the Company, its employees or agents, the Company will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or its use.

10.3 The Hirer shall be solely responsible for and 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 incident involving the Equipment (other than death or personal injury resulting from the negligence of the Company, its employees or agents).

10.4 The Hirer is solely responsible for and shall hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Company as a result of any breach on the part of the Hirer in the discharge of its obligations pursuant to these conditions of hire.

10.5 The Company cannot be held responsible for the failure of an event due to failure of the equipment. It is the hirer's responsibility to ensure that all is well before the event commences.

11 Ownership

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 which is inconsistent with the Company's ownership or as a result of which the rights of the Company in respect of the Equipment are or may be prejudicially affected.

For the purpose of these conditions, "The Company" shall be deemed to refer to "Rigging Co Ltd." and "The Customer" to any company, partnership or individual who shall enter into any hire agreement with Rigging Co Ltd which under the terms of English Law might be defined as a contract.

All equipment hired remains the property of the Company.

Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.

Hire commences upon delivery to or collection by the customer and ceases upon return to the company.

Equipment hired will be entirely at the customer's risk during the hire period and the customer will be responsible for any loss or damage there to how so ever arising. The Customer undertakes responsibility for insuring equipment against "all risks" to the full replacement value. Any loss or damage to the equipment is to be reimbursed to the Company by the Customer to the full replacement value thereof.

The Customer will be responsible for ensuring that any relevant regulations, rules, or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and the Company in no way assumes liability for the consequences of any non-compliance with any such regulations, rules or statutory provisions.

Equipment will be supplied to the customer in normal working order, the Company's liability for any defect, or failure of the equipment hired is limited to the rectification of any defect or failure arising from normal usage.

The customer undertakes to ensure that the Company's equipment shall not be used for any purposes beyond its capacity or in any manner likely to result in undue deterioration of the equipment.

The company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of equipment by the customer or by any other person, whether or not authorised by the Customer, during the period of hire.

Equipment must not be altered or modified in any way. Any damage to, or failure of, or defect in equipment must be notified to the Company within 24 hours of its occurrence and confirmed in writing within three working days of initial notification. In the absence of such notification the Customer will be charged with the cost of repair or replacement.

The Customer will, at the Company's request advise the location of the equipment during the period of hire. No equipment may be taken outside the Mainland of Great Britain, either to any offshore island or to any foreign country without the written permission of the Company.

It is the express condition of the hire that the Customer shall not offer for hire to any third party or parties any equipment, which is the property of the Company, without the written consent of the Company.

If the agreed hire charges are not paid on the due date, then the Company will reserve the right to repossess the hired items and will not be liable for any damages or loss which may be suffered by the customer as a consequence of such repossession.

In the event of equipment ordered not being available for hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of a similar quality for all or part of the duration of the hire.

No information or data contained in any of the Company's catalogues or price lists shall be deemed to constitute any part of a contract of hire, such information being for the purpose of general description only.

Before issuing any equipment, the company may require a deposit from the customer which may be any sum up to the full replacement value of the equipment hired. Similarly, may, at its discretion require payment of the full hire charge in advance.

Property in the goods shall only pass to the purchaser from the date payment in full of all sums payable to the vendor in respect thereof until such goods remain the absolute property of the vendor.