

# STANDARD CONDITIONS FOR HIRE OF PRODUCTS IN ENGLAND AND WALES

## SIGNATURE BLUE VINTAGE EVENTS

### 1:INTERPRETATION

1.1 In these conditions the following words have the following meaning.

“Contract” means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of the hire goods .

“Customer” means the person, firm, company or other organisation hiring the Hire Goods.

“Deposit” means any advance payments required by the supplier in relation to the hire goods which is to be held by as security by the supplier.

“Force Majeure” mean an event out of a parties reasonable control including but limited to the acts of God , war , flood , fire , labour disputes , strikes , sub-contractors .lock-outs , riots , civil communitons , malicious damage , explosion , governmental actions and another similar events.

“Hire Goods” means any machine , article , tool , and/or device together with any accessories specified in a contract which are hired to the Customer.

“Hire Period” means the period commencing when the Customer holds the Hire Goods on hire ( including Saturday Sunday and Bank Holidays ) and ending upon the happening of any of the following events ( 1) the physical returns of the hire goods by the customer into the supplier’s possession, or (11) the physical repossession or collection of Hire Goods by the supplier.

“Lability” means liability for any and all damages , claims , proceedings, actions , awards , expenses , costs and any other losses and/or liabilities.

“Products” means the Products hired to the Customer by the Supplier.

“Rental” means the Supplier’s charging rate for the hire of the Hire goods who is currents from time to time during the Hire Period.

“Supplier” means Signature Blue Vintage Events and will include its employees , agents and/or duty representatives.

“Services” means the service and/or work (if any) to be performed both supplier for the customer in conjunction with the hire of the Hire Goods including any delivery and/or collection services of the hire goods.

### 2: BASIS OF CONTRACT

2.1 Hire Goods are hired subject to them being available to hire to the customer. The supplier will not be liable for any loss suffered by the customer as a result of the Hire Goods being unavailable for hire when there Hire goods are unavailable due to circumstances beyond the Supplier’s control.

2.2 Where hire of the Hire Goods is to a customer who is an individual and the hire would be covered by the customer credit act 1974 the duration of the Hire Period shall not exceed 3 months , after which time the contract shall be deemed to have been automatically terminated . accordingly there of any hire goods is not covered by the consumer credit act 1974.

2.3 Nothing in this contract shall exclude or limit any statutory rights of the customer which may not be excluded or limited due to the customer acting as a customer . Where the customer is acting as a customer any provision which is marked with an asterisk 9\*) may , subject to determination by the courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Apartment or Citizens Advice Bureau.

### 3:PAYMENTS

3.1 the amount of any Deposits , Rentals and/or cheques for any Services shall be as quoted to the customer or otherwise as shown in the Suppliers current price list from time to tome . Where a deposit is required for the Hire Of Goods it must be paid in advance of the customer hiring the Hire Goods . The Supplier may also require an initial payment on account of the Rental in Advance off the Customer hiring the goods .

3.2 The Customer shall pay the rental , charges for any Services , monies for any Products and/or any other sums payable under the contract to the supplier at the time and in the manner agreed.

3.3 Payment by the Customer on time under under the contract are essential conditions of the contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount a outstanding .

3.4\* If the customer fans to make any payment in full on the due date the Supplier may charge the Customer Interest

( both before and after the judgment ) on the amount unpaid at the rate of 4% above the base rate from time to time of the Suppliers bank . Such interest shall be compounded with quarterly rests.

3.5\*The customer shall pay all sums due to the Supplier under this Contract without any set-off , deductions , counterclaim and/or any other withholding of monies.

3.6 The Supplier may set a reasonable credit limit for the customer. The supplier reserves the right to terminate or suspend the contract for the Hire of The Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit already stated

3.7 The properties/Director hereby personally guarantee payment in respect of all the sums due from the company to Signature Blue Vintage Events ., together with all ancillary cost incurred.

#### **4 RISK OWNERSHIP AND INSURANCE**

4.1 Risk in the hire Goods and any products will pass immediately to the customer when they leave the physical possession or control of the supplier.

4.2 Risk in the Hire Goods will not pass back to the supplier from the customer until the Hire Goods are back in the physical possession of the supplier . This shall apply even if the Supplier has agreed to cease charging rental.

4.3 Ownership of the hire goods remains at all times with the Supplier . The Customer has no right , title or interest in the Hire Goods except that they are hired to the Customer . Ownership of any Products remain with the Supplier until all monies payable to the supplier by the Customer for the products have been paid in full.

4.4 The customer must deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling , assigning mortgaging , pledging , charging , securing , hiring ( unless under the Suppliers discretion ) withholding , excepting any rights to withhold , disposing off and/or lending. However the customer may re-hire the Hire Goods to a third party with the prior consent of the supplier.

4.5 The supplier may provide reasonably priced insurance in respect of the Hire Goods at additional cost to the rental . Alternatively the supplier may require the Customer to insure the Hire Goods on such a reasonable terms and for such reasonable risks as the Supplier may specify. The proceeds of any such insurance shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Suppliers written consent.

#### **5 DELIVERY , COLLECTION AND SERVICES**

5.2 The Supplier agrees to deliver / collect the Hire goods to and/or from the customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the service.

5.2 Where the Supplier provides Services the person performing the Services are servants of the Customers and once the customer instructs the such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction , guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customers instructions , guidance and or advice except to the extent that the persons performing the services are negligent .

5.3 The Customer will not allow and/or produce sufficient access to and from the relevant site and procure sufficient unloading space , facilities , equipment and access to power supplies and utilities for the suppliers employees , sub-contractors and/or against to allow them to carry out services. The Customers will ensure that the site where the Services are to be performed is , where necessary , cleared and prepared before the Services and due to commence.

5.4 If any Services are delayed , postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the supplier's additional standard charges from time to time for such delay , postponement and/or cancellation except where the customer is acting as a customer and the delay is due to a major Force Majeure event

#### **6 CARE OF HIRE GOODS**

6.1 The Customer shall -

6.1.1 not remove any labels from and/or interfere with the Hire goods , their workings mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to the Customer.

6.1.2 notify the Supplier immediately after any breakdown , loss and/or damage and/or other risks.

6.1.3 take any adequate and proper measures to protect the Hire Goods from theft , damage and / or risks;

6.1.4 notify the Supplier of any change of its address and upon the Suppliers request provide details of the location of the Hire Goods.

6.1.5 permit the Supplier at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated.

6.1.6 keep the Hire Goods at all times in its possession and control and do not remove the Hire Goods from the United Kingdom without the prior written consent of the supplier.

6.1.7 be responsible for the conduct and cost and any testing , examination and/or checks in relation to the Hire Goods required by any legislation , best practice and/or operating instructions except to the extent that the supplier has agreed to provide them as part of any service.

6.1.8 not do or omit to do any thing which will or may be deemed to invalidate any policy of insurance related to the Hire Goods which is notified to the customer.

6.1.9 not continue to use Hire Goods where they have been damaged and will notify the supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods other property and/or injury to any person: and

6.1.10 where the hire goods require water and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate , the Hire Goods are properly installed by a qualified and competent person.

6. The Hire Goods must be returned by the customer in good working order and condition ( fair wear and tear excepted ) and in a clean condition.

## **7 BREAKDOWN**

7.1 allowance will be made in relation to the Rental to the customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and. or fair wear and tear on condition that the customer informs the supplier as soon as possible of the breakdown .

7.2 The customer shall be responsible for all expenses , loss ( including loss of rental ) and/or damage suffered by the supplier arising from any breakdown of the Hire Goods due to the Customer's negligence , misdirection and/ or misuse of the Hire Goods.

7.3 The Supplier will at its own cost carry out routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The customer will be responsible for the cost of all repairs necessary to Hire Goods 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 Supplier while carrying out routine maintenance and/or repairs.

7.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so by the supplier .

## **8 LOSS OR DAMAGE TO THE HIRE GOODS**

8.1 If the Hire Goods are returned in damaged , unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods the Customer shall be liable to pay the supplier for the cost of any repair and/ or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental , in accordance with the provisions of clause 8.3 , until such repairs and/or cleaning have been completed.

8.2 The customer will pay to the supplier the replacement cost of the Hire Goods which are lost , stolen and/or damaged beyond economic repair during Hire Period less the amount paid to the Supplier under any policy of insurance taken out in accordance with these conditions.

8.3 The Customer shall pay the rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost , stolen and/or damaged beyond economic repair . From that date until the Supplier has replaced such Hire Goods the customer shall pay , as a genuine pre-estimate of lost rental , profit , a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2 above.

## **9 TERMINATION BY NOTICE**

9.1 If the hire period has a fixed duration , subject to the provision of section 10 neither the Customer nor the Supplier shall be entitled to terminate the contract before the expiry of that fixed period unless agreed with the other party .

9.2 If the Hire Period does not have a fixed duration either of the customer or the supplier is entitled to terminate the contract upon giving to the other party any agreed period of notice.

## **10 DEFAULT**

10.1 If the Customer -

10.1.1 fails to make a payment to the supplier when due without just cause

10.1.2 breaches the terms of the Contract and , where the breach is capable of remedy , has not yet remedied the breach within 14 days of receiving notice requiring the breach to be remedied

10.1.3 persistently breaches the terms of the contract.

10.1.4 provides incomplete , materially inaccurate or misleading facts and/or information in connection with the Contract.

10.1.5 pledges , charge or creates any form of security over any Hire Goods , or ceases or threatens to cease to carry on business , or proposes to compound with its creditors , applies for an interim moratorium in respect of claims and/or

proceedings , any distress , execution or other legal process is levied on any property of the Customer , has a Bankruptcy Petition printed against or the Customer takes or suffers and similar action in any jurisdiction .

10.1.6 being a company , enters into voluntary liquidation , has a receiver , administrator or administrative receiver appointed over all or any of its assets , any attachment order is made against the Customer , any distress , execution or other legal process is levied on any property of the customer or the Customer takes or suffers any similar action in any jurisdiction .

10.1.7 appears reasonably to the supplier due to the customers credit to be financially inadequate to meet its obligations under the contract, and/or:

10.1.8 appears reasonably to the Supplier to be about to suffer any of the above events.

then the supplier shall have the right , without prejudice to any other remedies , to exercise any or all of the right set out in clause 10.2 below.

10.2 If any of th events set out in clause 10.1 above occurs in relation to the Customer then !

10.2.1 except where the Customer is acing as a consumer the Supplier may enter , without prior notice , any premises of the Customer( or premises of third parties with their consent ) where Hire Goods owned by the Supplier may be and repossess any Hire Goods.

10.2.2 the Supplier may withhold the performance of any Services and cease any Service in progress under this and/or any other Contact with the Customer.

10.2.3 the Supplier may immediately cancel , terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer and/or:

10.2.4 \*all monies owed by the Customer to the suppler shall immediately becomes due and payable.

10.3 Any repossessions of the Hire Goods Shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or damages in respect of any breach which occurred prior to repossession of the Hire Goods.

10.4 Upon termination of the Contract the Customer shall immediately

10.4.1 return the Hire Goods to the supplier or make the Hire Goods available for collection by the supplier as requested by the supplier and:

10.4.2 pay to the Supplier all arrears for the Rentals , Charges for any services , monies for any products and/or any other sums payable under the contract.

## **11 LIMITATIONS OD LIBILITY**

11.1 \* All warranties , representatives , terms , conditions and duties implied by law relating to fitness , quality and/or adequacy are excluded to the fullest extent permitted by law.

11.2 \* If the supplier is found to be liable in respect of any loss or damage to the customer's property the extent of the Suppliers Liability will be limited to the rental cost of replacement of the damaged property.

11.3 Any defective Hire Goods must be returned to the Supplier for inspection if requested by the supplier before the Supplier will have any Liability for defective Hire Goods.

11.4\*The supplier shall have no Liability to the customer if, without just cause, any monies due in respect of the Hire Goods and/or the services has not been paid in full by the due date for payment

11.5 The supplier shall have no liability for additional damage , loss liability , claims , costs or expenses caused or contributed to by the Customers continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the customer

11.6 The customer shall give the supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself . If the Customer does not do so the Supplier shall have no Liability to the Customer.

11.7 \* The Supplier shall have no Liability to the customer to the extent that the Customers covered by any policy of insurance arranged as a result of the contract and the customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier .

11.8 The supplier shall have no Liability to the customers for any -

11.8.1 \*consequential losses ( including loss of profits and/or damage to goodwill ):

11.8.2 economic and/or other similar losses:

11.8.3 special damages and indirect losses: and/or

11.8.4 business interruption , loss of business , contract and/or opportunity.

11.9 \* The suppler total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental and charges for Services ( if any ) under that Contract or the sum of £1,000 whichever is the higher. To the extent that any Liability of the supplier to the Customer would be met by any insurances of the Supplier then the Liability of the supplier shall be extended to the extent that such Liability is met by the insurance.

11.10 Each of the limitations and/or excursions in this Contract shall be deemed to be repeated and apply as a separate

provision for each of:

11.10.1 Liability of breach of contract

11.10.2\*Liability in tort ( including negligence): and

11.10.3 \* Liability for Breach of statutory and/or common law duty :

except clauses 11.9 above which shall apply once only in respect of all the said types of Liability

11.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Suppliers negligence nor excluded or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law

## **12 GENERAL**

12.1 Upon termination of the Contract the provisions of clauses 3,2, 3,4 , 3.5 , 8.1 , 8.2 , 8.3 and section 6 shall continue n full force and effect

12.2 each hire of an item of Hire Goods shall form a distant Contract which shall be separate to any other contract relying to other Hire Goods.

12.3 The customer shall be liable for the acts and/or omissions of its employees , agents and/or subcontractors as though they were their own acts and/or omissions under this contract.

12.4\*The customer agrees to indemnify and keep indemnified the Supplier against against any losses , loss profits , damages , claimed , costs ( including legal cost on a full indemnity basis ) actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract , any tortious act/ and/or omission and/or any breach of statutory duty by the customer

12.5 \* no waiver by the Supplier of any breach of this contract shall be considered as a wavier of any subsequent beach of the same provision or any other provision . If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provision of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

12.6 The supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such events delayed such performance.

12.7 All third party rights are excluded and no third parties shall have any rights to enforce the contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall , subject to the suppliers consent, have the right to enforce this contract as if they were the supplier. This contract is governed by and interpreted in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

**copy received by:**

**NAME:                      POSITION:      DATE:**

