

# **GENERAL CONDITIONS FOR THE HIRING OF EQUIPMENT & GENERAL CONDITIONS OF SALE**

## **1. THE CONTRACT**

The contract shall commence between the hirer and the supplier when the hirer has placed an order and agrees to be bound by these conditions and the supplier has accepted the order.

## **2. BASIS OF CHARGING.**

The hirer will pay the charges, plus any delivery and collection charges as stated in the contract. All charges are payable on demand. If payment is not made by the due date the supplier will be entitled to interest on the overdue amount equal to 4% above the Lloyds Bank PLC base rate. The hirer will pay any charges incurred in the recovery of money or equipment.

## **3. ELECTRICAL EQUIPMENT.**

Where the equipment is electrical in part or in whole it should normally be used with plugs and/or sockets as fitted, but if temporarily fitted with other suitable plugs or sockets this must be carried out by a competent person who must also re-instate to its original condition. It will be the hirer's responsibility at all times to arrange suitable supply of electricity for use with the equipment. The supplier must be able to have power when on site to check all equipment is working correctly. In the absence of a power supply and a subsequent problem resulting in a call out, charges including mileage will apply.

## **4. REMOVAL OF EQUIPMENT.**

Equipment must not be removed from any site originally specified by the hirer or from any subsequently authorised site without the authority of the supplier.

## **5. INSURANCE AND RESPONSIBILITY FOR LOSS, STOLEN OR DAMAGED EQUIPMENT.**

The hirer agrees to pay the supplier the full replacement cost of any equipment, which is lost, stolen or damaged beyond economic repair and should insure the goods on this basis. All monies received by the hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft or damage of the equipment shall to the extent that any payment is due to the supplier under this condition to be held in trust by the hirer and be paid to the supplier on demand. The hirer shall not compromise any claim without express consent of the supplier.

## **6. NON- RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT.**

The hirer accepts full responsibility for the care and safe keeping and return in good order of the equipment. The hirer will pay to the supplier all costs incurred by the supplier in rectifying the condition of any equipment returned damaged or unclean. Additionally the hirer will pay to the supplier a charge equating to the financial loss to the supplier until such rectification is complete. Where equipment is lost, stolen or damaged beyond economic repair the hirer accepts liability to pay for all financial loss to the supplier until the liability referred to in condition 5 is discharged. The hirer's liability under this condition shall be without prejudice to any other rights of the supplier.

## 7. RESPONSIBILITY OF HIRER

It's the hirer's responsibility to ensure that a site is ready for the delivery of the unit. The hirer reserves the right to charge for standing time. Under no circumstances will anything such as marquee screening, floodlights, signs, advertising, etc. be attached to the inside or outside of any unit whilst on hire to you.

## 8. RIGHTS OF ACCESS.

The hirer hereby authorises the supplier to enter any land or premises where the supplier reasonably believes any equipment to be. The supplier will only enter if he needs to inspect, test, service or repair, replace or repossess equipment.

## 9. RIGHTS RESERVED.

Any failure by the supplier to enforce any or all of these conditions shall not be constituted as a waiver of any of the supplier's rights hereunder.

## 10. HOLDING DEPOSIT.

J B Event Facilities reserve the right to charge a holding deposit of 35% of the total payment and full payment before delivery.

## 11. PERSONAL INJURY LIABILITY.

The hirer is responsible for cover against any death, injury, loss or damage caused by the equipment being misused whilst on hire to you the hirer. The hirer should have public liability cover for any event they are holding.

## 12. DAMAGE TO SITE

J B Event Facilities are not responsible for any damage caused by or as a result of bad weather conditions. The hirer will be responsible for the supply of boarding or tracking to assist with siting and removing. The hirer must take reasonable steps to provide a safe position on firm level ground.

## 13. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING.

The hirer will make periodic checks to keep themselves acquainted with the state and condition of the equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of the equipment must be immediately notified to the supplier. Under no circumstances will the hirer repair or attempt to repair the equipment unless authorised by the supplier. The equipment must be returned to the supplier's premises for examination except where examination elsewhere has been mutually agreed. If the equipment is involved in any accident resulting in damage to the equipment or other property or injury to any person, the hirer will notify the supplier immediately.

## 14. CANCELLATION

Cancellation by the hirer will result in the loss of the 25% deposit if cancelled giving more than 3 months notice. Then cancellation will result in the following charges:- 3 months notice 50% of total order value, 2 months notice 75% of total order value & 1 months notice 100% of total order value.

#### 15. SMOKE FREE LAW

For the purpose of the smoke free legislation, you control and manage the equipment under the contract. You must comply with the smoke free legislation . You will indemnify us for any loss or damage caused to us by you failing to comply with the smoke free legislation.