

TERMS AND CONDITIONS OF ENGAGEMENT OF RICHMOND EVENT HIRE

1. The following words shall have the following meaning:
 - a) "The Company" shall mean Richmond Event Hire.
 - b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.
 - c) The Operative" shall mean the representative appointed by, or employed by, the Company.
2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated Operative or the Company at its absolute discretion.
3. **FIXED PRICE WORK.** All such work shall be undertaken on a fixed cost basis and shall include the provision of labour and materials and the erection and dismantling of the Company's equipment ("the Hire Charges"). All costs are subject to VAT at the prevailing rate.
4. **HIRE CHARGES.** Hire Charges are set out in the quotation provided to you and are attached by way of confirmation. Costs set out on our website and all other associated marketing materials produced by the Company are for guidance only. The Company shall upon payment of the Hire Charges make available to the Customer all the equipment specified in the quotation. The Customer shall confirm acceptance of the quotation in writing, but for the avoidance of doubt, the absence of written acceptance by the Customer of the quotation shall not invalidate the agreement between the parties and all work quoted for and undertaken by, or goods hired from the Company, shall be subject to these Terms and Conditions. Once the Customer has authorised or allowed works to proceed or goods to be delivered, the Customer is deemed to have confirmed the Company's quotation and to have accepted these Terms and Conditions. Written quotations shall remain valid for the period of 30 days.
5. **SECURITY DEPOSIT.** The Company reserves the right to implement a security deposit payable by the Customer, payable upon the Customer signing the Company's booking form. The deposit shall be non-refundable in the event of the Customer cancelling the booking
6. **OWNERSHIP OF EQUIPMENT.** The Company warrants to the Customer that it is the legal owner of all equipment supplied. The provision of the equipment to the Customer shall not be deemed to constitute a transfer in legal ownership of the equipment, which shall remain the legal property of the Company. The Customer acknowledges that they are hiring the equipment at their own risk and shall be liable to the Company for the full replacement cost of the equipment in the event of damage, destruction or theft.

7. **PERIOD OF HIRE.** The equipment shall be delivered by the Company to the Customer in accordance with the terms of the hire agreement. The Customer shall ensure that the equipment is ready and available for collection on the due date. Time shall be of the essence for the return of the equipment by the Customer. In the event that the equipment is not available for collection by the Company on the due date, then the Customer shall pay to the Company the sum of £100 day until the equipment is made available for collection by the Company. In addition the Customer shall be liable to the Company for all losses suffered by the Company, including, without limitation, loss of earnings in consequence of any equipment being unavailable for collection and all costs incurred by the Company in having to hire additional equipment on an indemnity basis.
8. **PAYMENT OF HIRE CHARGES.** The Hire Charges shall be payable to the Company by the Customer upon acceptance of the Company's quotation, unless otherwise agreed in writing between the parties in advance of delivery of the equipment. In the event of non-payment, the Company shall have complete discretion to cancel the terms of the agreement between the Company and the Customer.
9. **CANCELLATION POLICY.** The Company shall refund to the Customer the final payment due if the Customer cancels the booking of the equipment at least two weeks before date of the event. For cancellations made less than two weeks before the event, the total hire fee payable under the terms of the agreement between the parties shall be payable in full.
10. **CONDITION OF THE EQUIPMENT.** The Customer acknowledges that they have inspected the equipment and are satisfied that it is in good condition and fit for the purpose for which it is being supplied. The Customer shall not be entitled to raise any objection or requisition in respect of the condition of the equipment following inspection.
11. **DAMAGE TO THE COMPANY'S EQUIPMENT.** The Customer acknowledges that they shall be liable to the Company for the full cost of repair and/or replacement of equipment damaged during the period of hire of the equipment.
12. **CONDITION OF SITE,** The Company's quotation for the Hire Charges is made on the assumption that the site on which the equipment is to be erected or where goods are to be delivered is:

- a. flat, level and firm ground providing easy access for heavy motor transport traffic

- b. has no drains, cables, pipes or other services beneath the surface of the site or otherwise concealed.

If the site is not as stated above, then the Company may in its absolute discretion rescind its agreement with the Customer with immediate effect and/or make an additional charge for the hire of the equipment,

THE COMPANY GIVES NO WARRANTY TO THE CUSTOMER AS TO THE FITNESS OF THE SITE FOR THE PURPOSES OF THE CUSTOMER'S EVENT.

- c. The Customer warrants to the Company that he/she is the owner of the Site and/or is entitled to possession of the Site where the equipment is to be delivered and erected. The Customer further warrants that the Site is not in a

dangerous condition and will not damage or contaminate the Company's equipment.

d. The Company shall not be under any liability to make good any damage to the Site nor shall the Company be liable in any way in respect of damage to drains, pipes, cables or other services buried under the Site or otherwise concealed.

e. The Company reserves the right to enter the Customer's premises or site without the Customer's permission to remove all or any of its equipment for the purpose inspection, cleaning and repair, or where such entry is in the opinion of the Company necessary in the interests of safety or to prevent damage or injury to persons or to property. The Company shall not be liable for any damage caused to equipment or to property in consequence of such entry and removal, unless such damage is caused by the Company, its agents or employees.

13. PERMITS. The Customer is responsible for giving notice to or obtaining all necessary permits from any authorities and must make application wherever necessary to the local planning authority, fire authority and any other similar organisation. Any cost incurred in delays or modification in the work to be undertaken by the Company from the absence or misrepresentation of ll such necessary permits shall be payable to the Company by the Customer and shall be deemed to be part of the Hire Charges.

14. THIRD PARTY LOSS AND PERSONAL INJURY. The Company shall have no liability for any losses or personal injury suffered by the Customer or any third party arising from the use of the equipment during the period of hire.

15. WARRANTY. The Company hereby warrants that the equipment is fit for the purpose for which the Customer has confirmed the equipment is being hired. This warranty shall become null and void if the equipment supplied by the Company is subject to misuse or negligence or has been repaired, modified or otherwise tampered with by anyone other than the Company's Operative. The Company shall accept no liability for materials supplied by the Customer and will accept no liability for any consequential damage or fault. The Customer shall not use the equipment or do anything on or with the equipment which may be come a nuisance or annoyance to a third party or to the Company or do or suffer anything to be done on or in the equipment which may cause loss or damage to the equipment. The Customer shall take all necessary fire, safety and security precautions as are necessary to protect the Company's equipment and to ensure that the Customer's premises or site is properly secure at all times.

16. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company and also signed by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company. By entering into a contract

with the Company, the Customer irrevocably agrees to subject itself to these terms and conditions and to waive the application of any documentation sent by the Customer to the Company as aforesaid.

17. The Company shall not be liable for any delay or for the consequences of delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of time for performing such obligations.

18. The Company shall only be liable for rectifying or modifying the installation of equipment completed by the Company and shall not be held responsible for any ensuing damage or claims resulting from this or any other work overlooked or subsequently requested and not undertaken at that time.

19. These terms and conditions and all contracts between the Company and the Customer shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.