

# **EVENT SERVICES & PLANT LTD GENERAL TERMS OF BUSINESS & HIRE AGREEMENT**

NOTE; Additional Terms and Specific Clauses may apply to Plant & Specialist Equipment and will be given in writing but will not negate any of the following General Terms unless clearly indicated within said Additional Terms.

This agreement is made between Event Services & Plant Ltd, trading as The Event Group, their successors or assigns ("The Owners") and the person, persons or company named on the original invoice ("The Hirer") or ("the Customer") of the equipment supplied ("The Equipment") which shall include any replacement, renewals or additions. This general agreement covers goods supplied "On Hire", Sold items, plus other methods of transaction, and should be interpreted and applied according to the mode of supply. Where two or more persons constitute a partnership as the customer, their liabilities under this agreement shall be joint or several.

**Acceptance of goods and conditions** Signature of the original invoice on delivery/installation of the equipment or payment of deposit on Quotation shall indicate that the customer accepts the terms of business and this agreement. The customer shall satisfy himself as to the suitability and condition of the equipment prior to signing for said equipment. Subject to the proviso that where equipment is delivered and or installed and no authorised person is present to sign acceptance, the customer must notify the owners within 24 hours (and prior to use) (confirmed in writing within 48 hours thereafter) of any complaint, dispute or query. Absence of any such contact will be deemed acceptance of the equipment as supplied and or installed according to the terms herein.

**Ownership/Title of goods** Hired equipment shall remain at all times the property of the owner; the Customer shall not assign this contract or this equipment to any third party without the written consent of the owner.

The owner shall retain title of the goods supplied otherwise than on hire, until payment for the said goods has been made in full.

The customer may not sell, pledge or in any way part with possession, including official seizure or arrest of the equipment hereby supplied and agrees to indemnify the owners against any and all losses or costs incurred in such event. If, during the period of this agreement, the customer is declared 'en desastre' or a partnership dissolved, or in the case of a Limited company, has a winding up order made against them, or any goods are arrested, or any act which may prejudice the owners rights, all Hire arrangements between the owner and the hirer shall be immediately terminated. The owner shall have the right to access and repossess all equipment appertaining to this contract whether on hire or sold (if not paid in full). Such action shall not detriment the owner's rights to claim full charges for the period on hire and any other pertinent costs.

**Equipment, condition, each parties liabilities** The hirer shall be responsible for goods assigned to them on hire at all times until duly returned to the owner or collected, as arranged. The hirer is advised to insure goods on hire and shall be aware that they will be charged for any damage, repairs, total or partial losses or consequential loss of earnings for hired goods suffering damage or loss whilst in their charge. Where insurance forms part of this contract, details and terms must be specified on this form or in a written quotation. The Hirer is responsible for any Claim Excess. Where required, a briefing in the safe use of such equipment shall be given, together with any other information. It is the customer's obligation to familiarise themselves with the equipment and ensure they are satisfied with the procedures.

*The owners reserve the right not to install or supply equipment or services in circumstances they believe to be dangerous or unsuitable for any reason* Whilst all reasonable care will be taken, the owners shall not be liable for any losses, damage to property (structural, fabric or decorative), injuries or deaths caused by the supply (or non supply), service, use or removal of the equipment.

The customer shall notify the owners immediately, or at the earliest reasonable time, should any of the equipment hereby supplied, become faulty or fail to fulfil its' purpose. If there is any doubt as to the safety of the supposed faulty equipment it should not be used, and should be electrically isolated or made safe as appropriate.

The owners agree to attempt repair/service/replacement as soon as possible upon notification of equipment failure. Such service replacement may be chargeable to the Customer. The owners shall not be liable for any consequential loss through equipment failure, howsoever caused.

At no time shall the customer attempt to affect any repairs or modification to the Equipment without the full permission of the owner, and the owner reserves the right to insist on their own or appointed workmen effecting any alterations requested, which may be chargeable to the Customer.

The owners shall not be responsible for any costs, liabilities or losses or any repairs or alterations made to the equipment by a third party, whether authorised by the customer or not. The customer agrees to pay any charges levied by the owner for repairs or replacement due to misuse, abuse or any other reason beyond normal fair wear and tear, whilst on hire.

**Electrical installations & Generators & Plant** In the event that any electrical / mechanical work is required in connection with the hire, the owner shall have the right to appoint an electrician / mechanic to carry out such work at the Hirer's expense, due notice having been given. Should the hirer carry out work or authorise any work without notice to, and agreement from the owner, the Hirer shall be entirely liable for the expenses incurred. Any connections made to generators, mains

distribution equipment etc, by the hirer is at their risk and the owner reserves the right to disconnect equipment they feel unsafe or unsuitable – even to withdraw the hire facility without incurring consequential loss. In the event of the hirer's own equipment being unsafe or unsuitable for use with the hired equipment, the owners will still be due the full hire charges for the equipment supplied, together with any delivery, rigging costs etc.

Operating instructions and maintenance of generators and mechanical plant on hire must be observed at all times and rated loadings should not be exceeded; the hirer will be liable for any damage sustained through mis-loading or negligence of said machinery. A maintenance schedule will be provided on request or posted on the machinery and must be adhered to.

**Charges, payments and cancellations** The customer agrees to pay the hire/lease/charges as scheduled on the original invoice on demand, which, unless prior arrangements have been made, will be at commencement of hire period or date of supply, and acknowledges that overdue amounts may incur a 2.5% per month surcharge. Consumables and excess period hire charges will be immediately payable on invoice. Cancellation of hire equipment booked may be charged at the owner's discretion or as detailed in the quotation/contract; particularly if less than 12 hrs notice is given and preparatory work has been affected. A deposit may be requested against equipment or services supplied. Such deposit may be used in whole or part against any excess charges due. Marquee deposit terms are specifically details on the Quotation and acceptance of booking. Payment by Credit Card will incur a nominal surcharge.

**Return of Hire Equipment** The hirer agrees to return or make available for collection the equipment hereby hired at the expiry of this agreement, in good condition, fair wear and tear accepted, and agrees to pay any charges incurred in the removal/collection of the said equipment, together with any costs for the service/repair or cleaning of the equipment should it be required, and any excess charges for hire beyond the original contract. The hirer shall provide access to the owner at any reasonable time, with due notice having been given by the owner, to inspect and maintain the equipment if required and ensure access will be available at the expiry of this agreement for the removal of said equipment. In the event of hire goods not being returned within or at the specific time, or the owner unable to retrieve the goods, the hirer will be charged ongoing hire or the full retail value of the goods as applicable along with any other costs incurred.

**Legal requirements / Health & Safety Obligations** Unless otherwise stated on the original invoice, the hirer / customer shall be responsible for all permissions, licences, rights, royalties, fees due for installation or use of such equipment and shall comply will all Orders in Council, Ordinances, Direction of the States of Guernsey, their Officers and Authorities (including the States Police) Parochial Authorities, Performing Rights (et al), and general regulations pertinent to this equipment and its usage. They shall also observe and apply all requirements of the appropriate Health & Safety Legislation applicable. Event Group reserves the right to refuse use or access to marquees and facilities where conditions could compromise public or material safety, and will not accept liability for any consequential loss or damages. The hirer remains responsible for all charges and costs incurred. *The hirer is recommended to insure against such eventualities.*

**Additional conditions to the general terms herein, specifically applicable to Hired Vehicles, Plant & Trailers** The hirer declares that: - her/she or the nominated driver holds a suitable driving licence for the vehicle and / or a Recognised Authorities Operators Certificate for the type of Plant and has had no claim or insurance declined or special conditions imposed within the past 5 years and the Nominated driver / operator does not suffer from any physical or mental defect which would impair their ability to safely drive or operate the vehicle/plant. The hirer shall be responsible for periodic maintenance of any vehicle or plant on hire according to the instructions given with the unit, and the safe and proper use according to the plant specifications and S.W.L. Any damage sustained through negligence of this obligation will render the hirer liable for damage/loss of use claims. Plant, hoists, trailers are provided with instructions, additional conditions of hire and safety equipment (where applicable); the hirer is obliged to familiarise themselves with these conditions, procedures and equipment and observe them at all times. All plant, hoists etc are used entirely at the hirers/operators risk. On no account should unauthorised persons operate plant or unauthorised drivers drive vehicular / hire plant; which would constitute a criminal offence.

**Force Majeur** In the event of the owners being unable to complete this contract for any reason beyond their control, this contract shall become null and void without any liability on the owners.

This agreement is made in the Island of Guernsey and shall be governed by the laws of the Island and any disputes relating to its execution shall be referred in the first instance to a mutually agreed arbitrator, who shall have binding judgement thereon, or if no suitable arbitrator can be agreed, the parties may submit to the non-exclusive jurisdiction of the Guernsey Court.

**ALL EQUIPMENT IS HIRED AND USED  
ENTIRELY AT THE HIRERS RISK**