

## **TERMS AND CONDITIONS OF BUSINESS**

1. These **TERMS AND CONDITIONS** apply to the agreement between ("**THE COMPANY**") of: **Pylon One Limited or Pylon One** and **THE HIRER** named on the Quotation or Estimate in respect of **THE EQUIPMENT** and **THE SERVICE(S)** as specified on the Quotation or Estimate "**THE AGREEMENT**"

### **Definitions:**

"**THE COMPANY**" means **Pylon One Limited or Pylon One** "**THE**

**HIRER**" means the persons or Company hiring the equipment

"**THE EQUIPMENT**" means all articles and materials taken on hire by "**THE HIRER**" in the course of its business

"**HIRE CHARGE**" means all charges agreed between "**THE COMPANY**" and "**THE HIRER**" for the hire of the equipment.

"**THE SERVICE(S)**" means any service or services over and above the equipment hire to be provided by "**THE COMPANY**" to "**THE HIRER**" to include delivery/collection/installation and personnel as agreed between the parties.

"**THE AGREEMENT**" means the Quotation or Estimate containing full customer and equipment details applicable to the hire together with the customer's signature confirming the correctness and completeness of the equipment and the Acceptance of the Rental Terms and Conditions.

- 1.1 These conditions shall govern the Contract between the Company and any Hirer to the exclusion of any other Conditions
- 1.2 No variation to these conditions will be binding unless agreed in writing between the Company and the Hirer.
- 1.3 These conditions override any earlier conditions appearing in the Company's catalogue or elsewhere or referred to by the Hirer, whether in the quotation or in any negotiations
2. **QUOTATION(S) & OR ESTIMATE(S)**
  - 2.1 Details of the hire charges and the hire period are set out in the Company's quotation.
  - 2.2 The hire charge for the Equipment commences on the day the Equipment leaves the Company premises and terminates at the end of the agreed hire period, providing that the equipment has been returned to the Company in the same conditions it was in at the commencement of the hire (fair wear and tear excepted)
  - 2.3 In the event that the Equipment is lost, damaged or destroyed, the period in respect of which hire charge shall be payable shall continue until such time as the equipment is recovered and returned to the Company or (if damaged) is repaired and available for re-hire or (if destroyed) is replaced by an equivalent or comparable Pylon One available for hire. Any such additional hire charge for lost, damaged or destroyed Equipment shall not exceed an amount equal to thirteen weeks rental of that equipment
  - 2.4 If the Hirer, following the commencement of the Agreement, cancels it or seeks to reduce its requirements for service or Equipment, the Company reserves the right to charge the Hirer a sum which reflects the costs of the Company entering in the Agreement and preparing for the supply of the Equipment or services.
3. **PAYMENT**
  - 3.1 Unless specific payment terms are agreed between the Parties prior to the commencement of the Contract, the conditions relating to payment set out in sub clause 3.2., 3.3., 3.4., and 3.5. below shall apply.
  - 3.2 Payment of hire charges must be made in full within twenty-eight days of the date of the Company's invoice.
  - 3.3 Payment in respect of the services must be made in full within seven days of the date of the Company's invoice.
  - 3.4 If the Hirer fails to make any payment on the due dates, the Company shall be entitled to charge the Hirer interest on the unpaid amount at the rate of 5% per month until payment in full is made.
  - 3.5 The hire charge specified on the Company's quotation(s) or estimate(s) is exclusive of any applicable Value Added Tax, which the Hirer shall be additionally liable to pay to the Company.
4. **DELIVERY AND RISK**
  - 4.1 Any dates quoted for the delivery of the Equipment or the provisions of the services are approximate only and the Company shall not be liable for any delay in delivery howsoever caused.
  - 4.2 The Hirer shall, as soon as is practicable, and in any event prior to using the equipment, satisfy itself that the Equipment is in good working order. If these results of the test are unsatisfactory, the Hirer shall immediately notify the same to the Company.
  - 4.3 If, upon delivery of the equipment, the Hirer discovers that the equipment is damaged or malfunctions in any way, it shall notify the Company within 24 hours of discovering the same. If the Hirer does not notify the Company accordingly, the Hirer shall not be entitled to reject the Equipment and the Company shall have no liability for such defect or failure and the Hirer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract.
  - 4.4 All Equipment delivered to the Hirers premises, or contracted venue i.e. hotel(s), exhibition hall(s) etc. shall, after delivery, be the responsibility of and at the risk of the Hirer. The Hirer shall be liable for any theft, loss damage or destruction howsoever caused to the Equipment
  - 4.5 Where delivery to the Hirers premises is affected by a third party, delivery for those purposes shall be deemed to have occurred when the equipment leaves the Company's premises or the premises of the third party supplier.

The Company shall provide the services with reasonable care and skill and in accordance with all statutory regulations



## **5. USE OF THE EQUIPMENT**

- 5.1 If the Equipment becomes defective during the hire period, the Company will, at its discretion, either replace the Equipment or repair any defective part providing the defective equipment or part is returned to the Company at the place from which it was hired, with the cost of carriage, insurance and handling charges paid by the Hirer. Alternatively the Company will, at its discretion, pay the reasonable cost of the repair or, the replacement of the Equipment by a dealer approved by the Company for that purpose and on terms acceptable to the Company.
- 5.2 The Hirer will at all times during the hire period:
  - 5.2.1 Keep the Equipment in its possession and under its control and not purport to sell, loan, assign, pledge or permit any lien to be created over it.
  - 5.2.2 Ensure that the Equipment is used in a proper manner with the benefit of such permissions, licences or permits as may be required in accordance with all statutory regulations and only by persons having the appropriate qualifications.
  - 5.2.3 Not hold or use the Equipment (not permit other to do so) in a manner which will or may cause any term or condition of the insurance policies referred to in condition 7 below to be broken.
  - 5.2.4 Take proper care of the Equipment and ensure that it is safely and properly stored
  - 5.2.5 Inform any person to whom a debenture or charge over any part of the Hirer's assets is to be granted that the Equipment is not the property of the Hirer
- 5.3 The Hirer will not without prior consent of the Company in writing, allow the Equipment to be removed outside the Kingdom or to be used in an abnormal or hazardous assignment.

## **6. LIABILITY AND INDEMNITY**

- 6.1 The Company shall not be liable for any personal injury or death howsoever caused arising from the supply or the Equipment or services except where such injury or death is shown to result from the negligence of the Company, its employees or agents.
- 6.2 Without prejudice to any liability which the Company may have under Section 2 (1) of the unfair Contract terms act 1977, the Company shall not be liable for any loss, damage or expense whether caused by the negligence of the Company or otherwise which the Hirer may suffer resulting from:
  - 6.2.1 Any delay, non-delivery, defect or deficiency relating to the Equipment or the services.
  - 6.2.2 Any defect or damage caused to the Equipment by the usual storage or damage caused to Equipment once it has left the Company's premises or which may be caused by adverse weather conditions
  - 6.2.3 Any trade disputes or difficulties in supplying the services or in obtaining the Equipment from the suppliers or Manufacturers.
- 6.3 The Company shall not be liable to the Hirer for loss of profits or Contracts or other indirect or consequential loss howsoever caused.
- 6.4 In so far as not covered by the insurance policies referred to in condition 7 below, the Hirer will keep the Company as its employees fully indemnified against all claims, demands, costs, actions or proceedings made against them by any third party, arising out of the hire of the Equipment, the making available to the Hirer of the services or the Hirers failure to comply with the terms and conditions.

## **7 INSURANCE**

- 7.1 The Customer shall effect the following insurances:
  - 7.1.1 An all risks insurance policy on all items of the equipment for their full replacement value (including without limitation cover against loss, theft or damage to the Equipment).
  - 7.1.2 A third party liability insurance policy covering the liability of the Hirer and of the Company for death, injury and damage to or loss of property arising directly or indirectly out of the use or possession of the Equipment and shall at the commencement of the hire period give notice to the insurer of the Company's interest in such policy
- 7.2 The policy in respect of such insurance and evidence of payment of premium shall, when requested by the Company, be produced to the Company for inspection.
- 7.3 The Hirer shall give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this clause and such notice shall be given within 24 hours of the occurrence being first known to the Hirer.
- 7.4 The Hirer, shall at its own cost, assist the Company in securing the settlement of any claim and the payment to the Company of the value of such claim so far as it relates to the Equipment or to the liability of the Company to any thirdparty



**8. CANCELLATION**

8.1 On cancellation by the Hirer the company shall charge based on the cancellation period:

- |       |   |   |
|-------|---|---|
| 8.1.1 | Less than 14 days prior to start of service delivery                  | 100%                                      |
| 8.1.2 | More than 14 but less than 21 days prior to start of service delivery | 100% Labour, 50% Equipment                |
| 8.1.3 | More than 21 but less than 28 days prior to start of service delivery | 50% Labour                                |
| 8.1.4 | More than 28 Days   | 100% work completed prior to cancellation |

**9. TERMINATION AND REPOSSESSION**

9.1 Either party shall be entitled to immediately terminate the contract on giving written notice to the other if:

- 9.1.1 That any party commits any breach of these conditions and, in the case of such a breach which is capable or remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied:
- 9.1.2 That other party makes only voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or partnership) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction)or
- 9.1.3 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of that other party,or
- 9.1.4 That other party ceases, or threatens to cease, to carry on business
- 9.2 On termination of the Hirer shall pay to the Company all costs and expenses owing to the Company at that date.
- 9.3 Neither party shall have any right to claim for any loss or damage occasioned by such termination
- 9.4 At the expiry of the hire period, or following termination of the contract for whatever reason, the Hirer shall return the Equipment to the Company's premises in good working order and condition.
- 9.5 If the Hirer fails to return the Equipment within 24 hours of being requested to do so by the Company, the Company may, without notice, retake possession of the Equipment and for this purpose shall be entitled without notice, to enter into any premises occupied or controlled by the Hirer.

**10. NOTICES**

Any notice required to be given in accordance with these conditions shall be deemed to be properly given if delivered by hand or sent by prepaid post or telex or facsimile or emailed to the party concerned at the address or telex or facsimile or emailed number as sent out on the quotation(s) & estimate(s) or so such other address, telex or facsimile or emailed number as may be communicated to the sender of the notice. Notices sent by prepaid post shall be deemed to have been received four working days after the date of posting. Notices delivered by hand or sent by telex or facsimile or emailed shall be deemed to have been received on the first working day following the date of delivery or sending as the case may be.

**11. PROPER LAW.**

These conditions shall be governed and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the high courts of Justice in London