

Terms & Conditions of Hire

Eventus Hire Terms and Conditions for the Supply of Equipment

These Terms will govern the hire of Equipment by Eventus Hire and set out Eventus obligations and those of Eventus Customers, including the arrangements for delivery or collection and use of the Equipment. Any Contract with Eventus shall be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

No provision in these Terms shall exclude or limit any statutory rights of the Customer which may not be excluded or limited owing to the Customer acting as a consumer.

Where any provision is written in italic text it shall not be applicable to a Customer acting as a consumer, that is, a Customer hiring the Equipment other than in the course of or for a purpose unrelated to the Customer's business.

Where the Customer is acting as a consumer any provision which is written in italic text may, subject to the determination of the courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information centre.

1. Definitions

1.1 Within these Terms the following words shall have the following meanings:

Additional Delivery Charges - the charges for delivery and/or collection stated in the Contract or levied by Eventus in the event that delivery and/or collection is other than to the Drop Off Point or takes longer than 60 minutes for any reason outside Eventus control.

Carrier - means any third party engaged by Eventus to deliver and collect the Equipment;

Contract - the document or documents that set out these Terms and all other details about the Customer's agreement with Eventus, including but not limited to all Hire Charges, Delivery Charges, Additional Delivery Charges and details of collection or delivery arrangements.

Customer - the person, firm, company or other organisation hiring or buying the Equipment from Eventus.

Delivery Charges - the charges stated in the Contract for delivery to and/or collection of the Equipment at the Drop Off Point by Eventus or its Carriers where each delivery or collection takes no longer than 60 minutes.

Drop Off Point - the place at the Site(s) where it is agreed in the Contract that Eventus or its Carriers will place the Equipment on delivery for the avoidance of doubt the Drop Off Point shall be on the ground floor, easily accessible and no more than 50 metres from Eventus delivery vehicle.

Equipment - the catering equipment described in the Contract

Force Majeure - in respect of either party, any event or circumstance which is beyond the reasonable control of that party including (but not limited to): act of God; industrial actions; war, terrorist act, civil commotion, weather or environmental problems; power failure or explosion, fault or failure of any plant and apparatus which could not have been prevented by prudent operating practice; governmental restraint of any kind.

Hire Charges - the charging rate for the Equipment as set out in the Contract.

Hire Period - the period commencing from the time when either the Equipment is loaded on to the Customer's vehicle by the Customer at the Premises or the time when the Equipment is unloaded at the Site(s) from Eventus delivery vehicles until the time when either the Equipment is physically returned to the Premises by the Customer or is loaded back on to Eventus delivery vehicles;

Eventus - Eventus Hire (company registration number 3844178) including all its employees, servants, agents and/or duly authorised representatives;

Premises - the premises of Eventus being 1700 Blueprint, Dundas Spur, Portsmouth, Hampshire. PO3 5RW or such other address as notified by Eventus from time to time.

Site - the site(s) where the Equipment will be held while in the Customer's care during the Hire Period as set out in the Contract.

Terms - these terms and conditions (including any schedule or annexure to it and any document in agreed form);

1.2 A reference to a particular law is a reference to it as it is in **force for the time being taking** account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. Payment

2.1 The Customer shall pay all Hire Charges, deposit, Delivery Charges and any other sums payable under the Contract to Eventus in the manner agreed in the Contract.

2.2 *The Customer shall pay all Hire Charges and any other sums due to Eventus without any set-off, deduction, counterclaim and/or any other withholding monies.*

2.3 Where hire of the Hire Goods is to a Customer who is acting as a Consumer and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed three months after which time the Contract shall be deemed to have automatically terminated. Accordingly the Equipment is not covered by the Consumer Credit Act 1974.

2.4 In consideration of the Hire Charges and other charges referred to in clause 2.1, Eventus shall hire the Equipment to the Customer for the Hire Period.

3. Collection, Delivery, Acceptance and Risk

3.1 Where specified in the Contract Eventus will transport the Equipment to the Site(s) in consideration of the Delivery Charges and unload the Equipment on to the Site(s) at the Drop Off Point (unless Eventus agrees otherwise). Risk of damage to or loss of the Equipment shall pass to the Customer immediately upon the Equipment leaving the physical possession or control of Eventus or its Carrier. In the event that the Customer requires delivery or collection (and Eventus agrees to such delivery or collection) other than to the Drop Off Point or delivery or collection takes longer than 60 minutes Eventus reserves the right to raise the Additional Delivery Charges for the additional costs it incurs as a result.

3.2 The Customer will allow and procure that the Drop Off Point is free from obstruction and will ensure that there is sufficient unloading space and access to and from the Site(s) and the Drop Off Point for Eventus and its Carriers.

3.3 In accordance with clause 3.1 above, at the end of the Hire Period unless otherwise agreed Eventus shall collect the Equipment at the Drop Off Point and be responsible for loading the Equipment on to Eventus vehicles and transporting the Equipment from the Site(s). Risk of damage to or loss of the Equipment shall pass to Eventus when the Equipment is returned to and in the physical possession or control of Eventus or its Carriers.

3.4 Where the Equipment is delivered it will be deemed to have been accepted by the Customer upon such delivery and the delivery documentation produced by Eventus shall be evidence of such acceptance unless the Customer indicates otherwise in writing within 24 hours of delivery.

3.5 Where the Contract specifies that the Customer will collect the Equipment the Customer is responsible for loading and unloading the Equipment and transporting the Equipment from the Premises to the Site(s). Risk of damage to or loss of the Equipment shall pass to the Customer immediately upon the Equipment leaving the physical possession or control of Eventus at the Premises.

3.6 Where the Contract specifies that the Customer shall return the Equipment to Eventus at its Premises (or such other location as may be agreed), risk of damage to or loss of the Equipment shall pass to Eventus when the Equipment is returned to the Premises and in the physical control or possession of Eventus.

3.7 Eventus will provide relevant manufacturer's instructions to the Customer with the Equipment where necessary for the operating of the Equipment or where requested by the Customer. In the event that Eventus does not provide relevant manufacturer's instructions the Customer will notify Eventus immediately in writing.

3.8 Where requested by the Customer and specified in the Contract Eventus will install the Equipment at the Site(s) at the charges agreed where applicable.. Where the Customer agrees to install all or any part of the Equipment the Customer shall procure that such installation is carried out by suitably qualified personnel (and where appropriate corgi registered personnel).

3.9 Notwithstanding the passing of the risk in the Equipment, title in and to the Equipment shall not pass to the Customer.

3.10 The Customer shall not deal with the ownership or interest in the Hire Goods including but not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

4. Obligations of the Customer

4.1 The Customer will take all reasonable steps to protect the Equipment from weather, theft, vandalism or improper use.

4.2 The Customer will operate the Equipment with reasonable care and skill and where appropriate by someone appropriately qualified or trained to operate the Equipment.

4.3 The Customer will operate and will procure that its employees, agents and all sub-contractors operate the Equipment strictly in accordance with the manufacturers instructions which will be provided by Eventus where applicable in accordance with clause 3.2.

4.4 The Customer will return the Equipment to Eventus in the same condition and cleanliness as it was delivered:

4.4.1 if the Equipment is returned with any damage or defect unless caused by the development of an inherent fault and/or fair wear or tear; or

4.4.2 if the Equipment is not returned in a state of cleanliness satisfactory to Eventus; the Customer will be liable to Eventus for the cost of repair, replacement or cleaning of the Equipment and for the cost of the Hire Charges until such repairs or cleaning have been completed.

5. Electrical Equipment

5.1 If any part of the Equipment is electrical, it should be used with the original plugs or sockets fitted to it. If the Customer needs to fit other suitable plugs or sockets to the Equipment, this must be carried out by a competent person who must also return the Equipment to their original condition. The Customer shall ensure it has a suitable supply of electricity for the Equipment. The Customer shall not use electrical Equipment that is not earthed correctly unless the Equipment is double insulated. The Customer shall comply with all regulations which apply, including the Electricity at Work Regulations 1989, while the Customer is responsible for the Equipment.

6. Maintaining the Equipment, breakdown procedures and reporting accidents

6.1 The Customer shall ensure that the Equipment remains safe, clean and in working order. If the Equipment breaks down the Customer shall report this to Eventus immediately in writing. The Customer shall not repair the Equipment unless authorised to do so by Eventus.

6.2 The Customer will inform Eventus immediately in writing if the Equipment is involved in any accident resulting in damage to the Equipment or to other property or injury to any person.

7. Where the Equipment is placed

7.1 The Equipment must not be moved from any Site(s) unless agreed with Eventus in writing.

8. Insurance

8.1 *Eventus shall have no liability to the Customer to the extent that the Customer is covered by a policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all right of subrogation against Eventus.*

8.2 *The Customer shall insure the Equipment and keep the Equipment insured throughout the Hire Period (where specified in the Contract in the joint names of the Customer and Eventus) for their full replacement value as advised by Eventus against all risks on a comprehensive policy without restriction or excess.*

8.3 *Where specified in the Contract the Customer shall insure the Customer and Eventus as joint assureds against all liability to third persons for death, personal injury and damage to, or loss of, property arising directly or indirectly out of the use possession or operation of the Equipment for such amount as Eventus may stipulate from time to time or in the absence of any such stipulation for such amount as is prudent in all the circumstances and in any event for at least the sum of £2,000,000.*

8.4 *The proceeds of such insurance referred to in clauses 8.2 and 8.3 above that relate directly to the Equipment will be held by the Customer in trust for Eventus and will be paid to Eventus on demand. The Customer must not compromise any claim in respect of the Equipment/ and or any associated insurance without Eventus consent.*

9. Cancellation

9.1 In the event of a Force Majeure the Customer's obligations under the Terms shall remain unaffected.

9.2 The Customer may cancel a Contract on written notice subject to clause 9.3, 9.4 and 9.5 below.

9.3 In the event that a Contract is cancelled by the Customer more than 30 days prior to the date the Hire Period has been agreed to commence 25% of the total amount stated in the Contract will be payable by the Customer to Eventus.

9.4 In the event that a Contract is cancelled by the Customer between 7 and 30 days (inclusive) prior to the date the Hire Period has been agreed to commence 50% of the total amount stated in the Contract will be payable by the Customer to Eventus.

9.5 In the event that a Contract is cancelled by the Customer between 0 and 6 days (inclusive) prior to the date the Hire Period has been agreed to commence 100% of the total amount stated in the Contract will be payable by the Customer to Eventus.

9.6 Eventus and the Customer agree that the amounts payable in respect of cancellation referred to in clauses 9.3, 9.4 and 9.5 are fair and reasonable in all respects and are a genuine pre-contractual estimate of Eventus losses (including loss of opportunity) arising in such circumstances.

10. Warranties of Eventus

10.1 Eventus warrants that it will endeavour to ensure the Equipment is delivered and collected at the times specified. Jongor can not be held liable for any losses, costs, claims or expenses arising as a result of an event of Force Majure or other circumstances beyond Eventus control.

10.2 Eventus warrants that in the event that the Equipment breaks down Eventus will replace or repair the Equipment as soon as reasonably possible after receipt of the Customer's written notification of the breakdown and in any event within 72 hours of Eventus receiving the Customer's written notification of the breakdown.

11. Liabilities

11.1 Eventus shall not be liable to the Customer for:

11.1.1 any indirect loss; or

11.1.2 *any loss, damage, costs, expenses, special damages, consequential losses (including loss of profits and/or damage to goodwill), any economic and/or similar losses, business interruption, loss of business, loss of contracts and opportunity or other claims for compensation arising out of or in connection with:*

(a) any breach by the Customer of its obligations under this these Terms; or

(b) any claims made by a third party in connection with the Equipment hired under these Terms; and

(c) (subject to clause 11.3) death or personal injury arising as a result of use of the Equipment other than in accordance with the manufacturers instructions.

11.2 *Eventus shall not be liable to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the hire of the Equipment and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against Eventus.*

11.3 Nothing in these Terms shall have the effect of limiting or excluding the liability of Eventus for death or personal injury arising out of its negligence or otherwise as prohibited by law.

11.4 *All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy of the Equipment are excluded to the fullest extent possible.*

11.5 *If Eventus is found to be liable in respect of any loss or damage to the Customer's property the extent of Eventus liability will be limited to the retail cost of the damaged property.*

11.6 Eventus shall have no liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Equipment after a defect has become apparent to the Customer.

11.7 *Eventus total liability to the Customer under and/or arising in relation to any Contract shall not exceed the total amount stated in the Contract. To the extent that any liability of Eventus to the Customer would be met by any insurance of Eventus then the liability of Eventus shall be increased to the extent that such liability is met by Eventus.*

12. Indemnity

12.1 The Customer agrees to indemnify and keep indemnified Eventus from and against all claims, costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by Eventus and arising out of or in connection with a breach of these Terms by the Customer and resulting in any claims or complaint by any third party.

13. Termination

13.1 Eventus has the right to terminate the Contract if the Customer: is in breach of any of the terms of the Contract or any of these Terms; or

13.1.1 the Customer becomes bankrupt; or

13.1.2 *the Customer acting as a company is wound up or a receiver, administrator or liquidator is appointed over all or part of your assets; or*

13.1.3 the Customer enters into any agreement with its creditors or a voluntary agreement is made which affects the Customer.

13.2 In the event of Termination all monies owed by the Customer to Eventus shall immediately become due and payable.

13.3 Any termination of the Contract or the Terms shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract, or the Terms or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of the Contract or the Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

14. Eventus rights of access

The Customer hereby grants or shall procure that the relevant third party shall grant a license to Eventus and its agents, employees and sub-contractors (including for the avoidance of doubt, the carrier) a license to enter and pass over any Site(s)) at reasonable times and on reasonable notice to deliver, inspect, ,install, test, repair, service, replace, or repossess the Equipment.

15. Separate terms

If any term in these Terms cannot be enforced, this will not affect the remaining terms.

16. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

17. Waiver

17.1 *No delay or failure on the part of either party in enforcing any provision in these Terms shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under these Terms, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.*

17.2 *The rights and remedies provided in these Terms are cumulative and are additional to any rights or remedies provided by law.*

18. Exclusion of Third Party Rights

18.1 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.