



Modular Staging Systems

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General Terms & Conditions for Hiring of Equipment.

1. Definitions And Law

The contract is the document or documents that set out these Conditions and all other details about your agreement with us.

'We' and 'Us' mean the supplier of the hired/sold equipment.' You' means the person, firm, company, corporation, or public authority or body to whom we supply equipment on hire/sale. The 'Recipient' means the person, firm, company, corporation or public authority to which the equipment is delivered, when it is not you. 'Equipment' means the hired/sold items referred to in the contract. These conditions exclude any terms and conditions you may put forward, except where we have agreed to any amendments or other conditions in writing. These conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms act 1977 or any statutory modification of that Act. The Contract will be governed by and interpreted in accordance with English Law. Nothing in these conditions excludes or restricts any liability which may not be excluded or restricted under the Unfair Contract Terms Act 1977.

2. Basis of Charging.

Hire charges are for the period stated in this contract, and any additional periods of hire (subject to condition 4 of these conditions) will be subject to our standard published daily rates.

Payment (hires) If we have agreed in writing to give you credit, you will pay us in full within the time we specify or, if we do not specify a time, within 30 days of the date of our request for payment. If we have not agreed in writing to give you credit, you will pay us in full before you receive the equipment.

Payment (Sales) here we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of delivery. Where no such facilities have been granted, payment will be with your order, or where previously agreed, on delivery. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of LloydsTSB PLC calculated on a daily basis. This will be without prejudice

to any other rights or remedies we may have.

Hires you will pay the hire charges stated in the contract. Hire will begin at the time stated in the contract and will continue during the period of hire until we have given you a collection or hire-off number, or until you have made the equipment available for collection by us and we have given you a receipt for it. All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of LloydsTSB PLC Calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay us any reasonably incur in recovery from you of money or equipment

3. Delivery, Carriage, installation and Operation Charges

3.1 Hire/sale charges do not include carriage. You will pay to us any agreed charges for delivering and / or collection, installing and / or operating equipment. Where we quote carriage charges, these include only for the time required to load or unload at the address or place you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery and or collection which is unsuccessful due to your acts or omissions, or failure to fully inform us of all relevant particulars.

3.2 In the event of a cancellation by you, we will be entitled to recover from you, or deduct from the deposit a sum equal to any loss or expenses incurred by us, If the cancellation placed 14 working days before the hire a charge of 35% of the total job including labour and transport will be charged. If the cancellation is 7 days from the start of the hire a charge of 50% of the total including labour and transport will be recovered. If less than 7 days a 75% charge including labour and transport will be charged

3.3 Hires we reserve the right to supply equipment of a different specification without prior notice as long as the capabilities of the equipment remain substantially the same.

3.4 You, or the recipient on your behalf, will receive and unload the equipment and should check them for quantity and condition in the presence of the carrier. If there is a shortage or if any of the equipment is in an unsatisfactory condition, you or the recipient must so endorse the carrier's delivery document and must give a separate written notice of this within three days of delivery. If this condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the equipment will be entertained.

3.5 If We are charging a delivery and collection fee this only to the venue/event and labour will need to be provided to load or unload if on a collection/delivery there is no labour provided by the hirer we will leave the equipment until either the customer can supply labour or until we can get our on labour to the venue and all charges incurred will be charged to the hirer.

3.6 It is the responsibility of you to get all parking permits to unload/load. You are responsible for any parking fines/charges while unloading/loading. If our vehicle is to stay on site it's your responsibility to provide parking.

3.7 We shall use reasonable skill and care in erecting and subsequently dismantling and removing the equipment.

3.8 We shall be entitled but without having any duty to do so to stop the use of the Equipment or remove any covering supplied with the Equipment in the event that the Owner in its absolute discretion considers for safety reasons that is advisable to do so.

3.9 Our labour is charged on a hourly rate if the equipment is not erected in the given time due to waiting for the area of build or lack of information about the build area or access then the extra labour hours will be charged to you.

4. Maximum Period of Agreement

(If you are not incorporated) If you are an individual or a partnership, or an unincorporated body of persons, the contract will terminate not later than three months from the beginning of the period of hire. In such circumstances you must restore the equipment to us before close of business on the day before the end of three month period. If you fail to do this we will be entitled to charge you for any financial loss this causes us.

5. When the Contract comes into being.

The contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these conditions and we have accepted your order.

6. Maintenance of Equipment, Breakdown & Accident Reporting

You must keep yourself acquainted with the state and condition of the equipment and ensure that it remains safe, serviceable and clean. Any breakdown or unsatisfactory working of equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair equipment unless authorized by us. The equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the equipment is involved in any accident resulting in damage to the equipment or to other property, injury to any person.

If the equipment is defective, you must notify us immediately and if the defect is not caused any thing you have done or failed to do, we will (at our option) either replace it as soon as is reasonably possible or credit you for the hire/sale charges of the defective equipment.

If you request us to attend and if the equipment is not defective you will pay the call out charge notified to you.

7. Responsibility of the Hirer/Buyer.

7.1 Your responsibility for the equipment begins when you or your agent receive the Equipment

Your responsibility includes safekeeping of the equipment, and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the equipment or making clear arrangements with us for collection of the equipment at the end of the hire. Your responsibility ends only when the equipment has been returned or collected and you have unqualified receipt for all the equipment. You must not sell or otherwise part with control of the equipment.

7.2 You will indemnify us against any and every expense, liability, financial loss, claim or Proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the equipment, which is governed by Condition 8&14) arising out of the delivery, use, non-use, repossession, collection or return of the equipment or any part of it. The indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence.

7.3 Sale only. The ownership of the equipment will remain with us and we reserve the right to Dispose of the equipment until you have paid in full for all equipment which we have supplied at any time to you. Until such payment has been made in full you will hold the equipment on our behalf and will be under an obligation to return them to us on demand. You will permit us to enter any land or premises of yours to recover our equipment.

8. Insurance and Your Responsibility for Lost, Stolen or Damaged Equipment

If our charges do not include a specific fee for insurance you must keep the equipment insured, you must provide us with proof of insurance cover before the hire commences if you do not have insurance then we can provide for a fee.

For its replacement cost against fire, accident, malicious damage or theft by a third party. You will hold in trust for us and pay to us on demand all the equipment. Money you receive from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of

Risk and title to equipment of sold equipment will pass to you immediately on delivery of the Equipment to you or the recipient.

9. Location of equipment

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorize.

10. Safety & Instructions

It is your responsibility to make sure that all people who use the Equipment is properly instructed in safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the equipment is not misused, and you must ensure that supervision is at all time adequate. Circumstances require supervision include the following children, persons likely to be under the influence of drink and/or drugs

11. Electrical Equipment

Where any part of the equipment is electrical 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 also returns it to its original Condition. It will be your responsibility at all times to arrange a suitable supply of Electricity for use with the equipment. Under no circumstances should electrical equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of the Electrical at Work Regulations 1989 or any amendments to them during the period of your responsibility for the equipment.

12. Equipment Suitability

It is your responsibility to ensure that the equipment is Suitable for the purpose for which you intend to use it and you will give us surfactant Information to ensure that the equipment supplied is suitable.

13. Our Rights of Access

You authorize us to enter any land or premises where we Reasonably believe any equipment to be, at reasonable times and after reasonable notice in order to make any necessary inspection of it, or to test, repair, service, replace or repossess it.

14. Replacement

14.1 You will pay to us all costs we incur in rectifying any equipment returned to us damaged or Unclean. Additionally, you will pay for our financial loss until such rectification is complete.

where equipment is lost or stolen or damaged beyond economic repair, you will pay for all Financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

14.2 If once the equipment has been returned there is a short fall i.e. missing equipment we will issue you with a Missing List the equipment on this list will stay on a weekly hire and the client will be charged until it has been return to us. If the equipment is not returned within 8 weeks from the date on the missing list we will then charge the client for the replacement of the equipment this is in addition to the previous hire charge. This is without prejudice to our other rights

15. Termination We will be entitled at any time if you break this contract or if you become Bankrupt or if being a company, you commence to be wound up or if a receiver, administrative receiver or administrator is appointed in respect of all or part of your assets or undertaking, or if you enter into any arrangements with your creditors or become the subject of a voluntary arrangement, to terminate this contract with immediate effect and to repossess any or all of the equipment. Such termination will not affect our right to recover from you any money due to us under this contract or damages for breach of contract.

16. Limits of Our Liability

All times which we state or quote for delivery or collection are approximate

We will not be liable for any delays caused by any circumstances beyond our reasonable control.

We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the equipment or any part of it.

If any film, tape, disc, software or other media of yours is damaged or destroyed our liability will not exceed the value of the film, tape, disc, software or other media notified to us in writing in advance of hire to allow us to insure such loss or damage. If no value is notified to us you agree that our liability is limited to the retail cost of the damaged materials.

17. Permits and/or licenses

It is the Hirers responsibility to obtain all necessary permissions to install the structure.

18. Identification Marks You will not remove, deface or cover up our name plate or mark on
The equipment, indicating that it is our property.

19. Certification of structures

19.1 The Hirer is responsible for the costs of any independent certification unless expressly discussed and agreed with LEL Hire Ltd.

19.2 On completion of the installation, an LEL Supervisor deemed a 'competent person', will execute a checking procedure and issue a formal handover certificate to the Hirer or his representative.

20. Rights Reserved

Any failure by us to enforce any or all of these conditions shall not Amount to, or be interpreted as, a waiver of any of our rights.

21. Separate Term validity & Headings

If any terms in this contact are held invalid this shall not affect the validity of the remaining items. The headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.