

## **STANDARD TERMS AND CONDITIONS**

### **DEFINITIONS**

"PC" – Present Communications Ltd whose details appear above "The Client" - The person, company or other organisation hiring PC's equipment or services

### **CLAUSES**

Equipment is hired subject to items being available for hire at the time required by the client. PC will not be liable for any loss suffered by the client because the equipment is unavailable for hire where this is due to circumstances beyond PC's control.

The amount of any deposit, rental or any other charges shall be as quoted to the client up to 30 days before a rental agreement is finalised. Where a deposit is required it must be paid in advance of the hire period.

The client shall make full payment of the rental amount to PC within the terms set out at the time of the agreement. Unless otherwise stated PC's standard terms state full payment within 30 days of the hire period.

PC's prices are, unless otherwise stated, exclusive of VAT at 20% which the client shall also be required to pay in full.

Payment shall not be deemed to have been made until PC has received funds in respect of the full amount outstanding.

A reasonable credit limit may be set for a client at PC's discretion. PC reserves the right to alter this credit limit at any point in time and to make alterations to a contract to prevent it from exceeding a client's existing credit limit.

In respect of 'dry hire equipment', risk in the hire equipment passes with immediate effect to the PC client once the equipment leaves the PC premises. Risk in the hire equipment will not pass back to PC until the equipment has been returned to the PC premises and checked by a member of PC staff.

Ownership of all hire equipment remains with PC at all times. PC clients are not permitted to sell, lend, sub-hire, dispose of or make any alterations to equipment hired from PC.

The client is responsible for the organisation of all aspects of insurance for equipment hired from PC. Should the client undertake any activity involving PC equipment which may invalidate said insurance policy, the client remains liable for any compensation arising from such a loss and the replacement of PC equipment.

It is the client's responsibility to collect all hired equipment from PC and return it to PC at the end of the hire period, unless otherwise specified in a written contractual agreement.



The client must notify PC of any loss, breakdown or damage to PC equipment as soon as it occurs.

The client must take reasonable care with equipment hired from PC and must only use each item of equipment for the purpose it was designed and intended.

The client must take reasonable precautions against the theft, damage or loss of PC equipment.

The client must allow PC staff to inspect the hired equipment at all reasonable times and must provide detailed information regarding the whereabouts of hired equipment.

The client must not take the hired equipment to a location outside of the United Kingdom without prior written agreement from PC.

Where the hire goods require the use of an electricity supply, it is the client's responsibility to ensure a suitable voltage is used and that a qualified and competent person undertakes all aspects of the installation of equipment.

PC will take responsibility for any problems that occur with equipment due to wear and tear. However, the client remains responsible for any problems occurring through misuse, misdirection or negligence.

The client must not make any attempt to repair faulty PC equipment without prior written authorisation.

The client must return equipment to PC in a state fit for immediate re-hire. Where equipment is returned to PC in an unclean, defective or damaged state the client will be liable for the cost of any necessary repair, replacement or loss of earnings from the postponement of the next hire period.

Should equipment be lost, stolen or damaged during a hire period, the client will pay the rental up until the point at which PC were informed in writing of the lost and/or damaged items.

Where the hire period has been arranged for a fixed duration neither the client or PC can make alterations to these terms unless mutually agreed in writing.

The client is required to let PC make reasonable attempts to rectify any problem occurring with hired equipment. The client should not instruct any third party to remedy the matter on their behalf. Where a client goes ahead with the instruction of a third party, PC will not be responsible for any additional costs relating to this instruction.

Each hire period will form a distinct and binding contract and shall remain separate to any other contract relating to other hire equipment or services provided as taken out by a particular client.



The client shall be responsible for any acts and omissions by their direct employees, sub-contractors and or event attendees as if they were the client's own acts and / or omissions.

PC will not be responsible for the delay or non-fulfilment of a contract due to an 'Act of God' or 'Force Majeure' event.

The client will organise and assure PC of sufficient site access and loading & unloading space and facilities. Any delays caused by problems with access or loading & unloading space may be subject to an additional standard charge to cover extra crew & transport costs.

Where services are to be provided by PC crew the crew members performing the services are deemed to be under the client's direction and control. The client shall be solely responsible for the instruction of PC crew during the set up and running of an event. PC will not be responsible for any damage which occurs as a result of instruction given by the client, except where negligence by PC crew members can be proven.

PC undertakes that its crew will appear at the venue on the date and time as stated in the contractual agreement (except in the cases of 'Force Majeure') and that they will perform their duties to the best of their abilities in an unobtrusive and professional manner.

PC undertakes that the equipment it provides will be in good and safe working order and that its crew will have received full training in the use of equipment, manual handling and health & safety issues.

PC will be responsible for all conduct & acts of its employed crew members during the contractual period and warrants that it is insured for the following amounts: Employers Liability - Indemnity limit £10,000,000 each and every claim. Public Liability - Indemnity limit £10,000,000 any one claim, unlimited in period. Products Liability - Indemnity limit £10,000,000 any one claim and in all.

Contractual agreements between PC and the client may not be modified or cancelled unless by mutual consent, in writing, and signed by both parties.

Cancellation fees are payable to PC by the client at the following rates: 50% if cancelled one to six weeks before the commencement of the function / hire period. 75% if cancelled two days to one week before the commencement of the function / hire period. 100% is cancelled less than two days before the commencement of the function / hire period.