

# SEL

## Your Event Partner

### TERMS AND CONDITIONS

Effective Date: 01/02/2020

**1. Definitions and general** - **1.1** The Owner means Sussex Events Ltd and includes its successors or assigns. **1.2** The Hirer means the company, firm, person or public authority taking the Owner's Equipment on hire and includes their successors or personal representatives. **1.3** 'Equipment' means all classes of AV equipment and machinery which the Owner agrees to hire to the Hirer. **1.4** These terms and conditions shall apply to the hire of all Equipment by the Owner to the Hirer and shall not be overridden by any terms and conditions of the Hirer. **1.5** No variation of these terms and conditions will be effective unless agreed in writing by a Director or the Owner. All terms other than those expressly set out in these terms and conditions are hereby excluded. **1.6** Acceptance of the Equipment on-site by the Hirer or its delivery on-site in accordance with the Hirer's instructions signifies acceptance of these terms and conditions unless otherwise agreed in writing. **1.7** Where the Hirer deals with the Owner as a consumer these terms and conditions do not and will not affect their statutory rights. **1.8** These terms and conditions shall be governed by and construed according to the laws of England.

**2. Insurance** - Insurance is the responsibility of the Hirer up to the full replacement value. In all circumstances the Hirer will be liable for the full cost of repair or replacement, where this sum exceeds the deposit paid if any given. The Hirer shall produce on-demand to the Owner a copy of the policy or policies. The Hirer shall hold on trust for the Owner all policy proceeds in or towards satisfaction of the Hirer's obligations. If the Equipment is involved in any accident resulting in injury to persons or damage to property immediate notice must be given to the Owner by telephone and confirmed in writing.

**3. Transport** - Delivery and Collection by the Owner when provided is in addition to the equipment hire charge and will be charged at the stated rate unless otherwise agreed at the time of booking. The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the erection, operation, and dismantling of the Equipment.

**4. Pricing** - The hire rates apply as per the latest dated quotation and will be charged for actual days of hire unless otherwise indicated on the Hire Agreement. Goods will be delivered on the day agreed in the Hire Agreement and collected either immediately after, or during the day following the end of the Agreement

**5. Payment terms** - All deposits are refunded based on the current Owners Cancellation Policy and reflect the loss to the Owner of the cancellation. All charges are payable on demand except that payment terms for authorised credit customers are 30 days' net from the date of invoice. The owner shall be entitled to charge interest at the rate of 4% over the Bank of England Base Lending Rates per week from the due date to the date of settlement. Should the Hirer fail to settle any invoice by the due date other than for a valid reason, then all other invoices become payable immediately by the Hirer.

*The latest cancellation policy can be found at [www.sussexeventsltd.co.uk/documents](http://www.sussexeventsltd.co.uk/documents)*

**6. Dry Hire** - In the case of takeaway dry-hire, the full payment and deposit are to be paid before hire commences. The deposit is variable at our discretion and is dependent on the value of the hired equipment, though it does not represent the value or replacement cost of the equipment. The hirer will be liable for the entire cost of repair or replacement, where this sum exceeds the deposit. The deposit will be refunded in full on the return of all the Equipment hired in full working order and in the same condition as delivered to the hirer, by the stipulated time.

**7. Breakdown of Equipment** - In the event of equipment failing to operate in accordance with published specifications, the hirer must notify the Owner immediately by telephone and confirm in writing, otherwise a credit against the hire charge will not be allowed.

**8. Failed Collection** - In the event of equipment not being returned/available for collection on the appointed day, hire charges will continue to accrue until equipment is returned/collected at the prescribed daily rate and additional collection charges will apply.

**9. Damage** - All damages or breakages, which occur during the hire period, are the responsibility of the hirer irrespective of cause and must be advised at the end of the hire period. All repairs or replacements will be charged for, as will any shortages. Additionally, the hirer may be responsible for paying a charge equating to the Owner's financial loss until such repairs or replacements are completed. The Owner requires that you take insurance for the value of the equipment and can provide equipment value on request.

**10. Consequential losses** - Whilst every effort is made to supply equipment in full working order, the Owner shall not be liable for any consequential loss to the hirer, including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of late delivery, non-delivery, unsuitability or any breakdown or stoppage of same. The Owner reserves the right to substitute an item of equipment of equal or greater hire value than the item originally quoted for, should this not be available.

**11. Marking** - No third-party marking or labeling of hire items is permitted.

**12. Third Party Claims** - The Hirer agrees to indemnify the Owner against any third-party claim for injury or damages however caused, as a result of misuse, abuse, unsafe or inappropriate sitting of any hired equipment, whether the Owner is present or not.

**13. Equipment Access** - The Hirer agrees to put the appropriate procedures in place so that the Owners equipment is not climbed on, accessed or interfered with by any member of the public or unauthorised staff. Any damage caused by this will apply to term 9.

**14. Responsibility of persons signing** - The person signing overleaf warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. The owner shall be entitled to treat the Hirer as contractually bound by these terms and conditions unless the Hirer can demonstrate there were no reasonable grounds for the Owner to believe that such a person had the authority of the Hirer.

**15. Invalidity** - Should any of these terms and conditions be held to be invalid such invalidation will not affect the validity of the remaining terms and conditions.