

TERMS AND CONDITIONS

Part 1 – General Terms

1. **Interpretation**
- 1.1 **Definitions:**
- Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- Charges:** the charges payable by the Customer for the hire of the Equipment as set out in the Specification and payable in accordance with clause 9.
- Collection Date:** the date on which the Equipment is to be collected by the Supplier as set out in the Specification.
- Commencement Date:** the date on which the Equipment is delivered to and accepted by the Customer at the Site.
- Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 16.3.
- Consumer:** a natural person acting for purposes outside their trade, business or profession.
- Contract:** the contract between the Supplier and the Customer for the hire of the Equipment in accordance with these Conditions.
- Customer:** the person or firm who hires the Equipment from the Supplier.
- Delivery Date:** the estimated date on which the Equipment is to be delivered to the Customer at the Site as set out in the Specification.
- Force Majeure Event:** an event or circumstance beyond a party's reasonable control.
- Equipment:** the equipment to be hired by the Customer for the Rental Period set out in the Specification including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
- Order:** the Customer's order for the hiring of the Equipment, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, as the case may be.
- Rental Period:** the entire period in which the Customer hires the Equipment from the Supplier as set out in the Specification.
- Site:** the location at which the Equipment is to be used by the Customer during the Rental Period as set out in the Specification.
- Specification:** any specification for the hiring of the Equipment, including details of the Rental Period, which is agreed in writing by the Customer and the Supplier.
- Supplier:** Classic Hire Limited trading as Classical Toilet Hire, Intents Effects or PN Services (as applicable) (incorporated and registered in England and Wales with company number 04717854 whose registered address is 64 High Street, Belper, Derbyshire, DE56 1GF).
- 1.2 **Interpretation:**
- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) a reference to **writing** or **written** includes emails.
2. **Basis of Contract**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or

- incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to hire the Equipment in accordance with these Conditions. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.3 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on its website are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 A quotation for the hire of the Equipment given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.
3. **Rental Period and Commencement of Hire**
- 3.1 The Rental Period shall commence on the Commencement Date.
- 3.2 The Supplier shall deliver the Equipment in a clean and tidy condition and in accordance with the Specification in all material respects.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
4. **Cancellation**
- 4.1 The Customer shall be entitled to cancel the Contract on giving the Supplier notice in writing in accordance with the time limits and subject to paying the Supplier such cancellation fee as specified below:

Time Limits (i.e. the time prior to the date (s) specified for the hire of the Equipment)	Cancellation fee (i.e. percentage of the hire charge less any transportation costs)
61 to 90 days	25% plus VAT
31 to 60 days	50% plus VAT
0 to 30 days	100% plus VAT

- 4.2 Save as provided under this clause, no Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and at the Supplier's discretion. The Customer shall indemnify the Supplier in full against all loss (including loss of profit and the costs of all labour and materials used) and damages, charges and expenses incurred by the Supplier as a result of any cancellation which is
5. **Customer's Obligations**
- 5.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the hiring of the Equipment;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to deliver the Equipment, and ensure that such information is complete and accurate in all material respects;
- (d) comply with all health and safety instructions given by the Supplier regarding use of the Equipment which may be given by the Supplier orally when the Equipment is delivered, or may be contained in any manuals or instructions document provided to the Customer;

- (e) comply strictly with the Supplier's instructions for the use of the Equipment which may be given by the Supplier orally when the Equipment is delivered, or may be contained in any manuals or instructions document provided to the Customer;
 - (f) ensure that any third party who uses the Equipment shall comply with the Supplier's written or oral instructions for the use of the Equipment;
 - (g) bear all electricity and other utility costs incurred in relation to the use of the Equipment;
 - (h) not remove, or permit the removal of any of the Equipment from the Site during the Rental Period (or any extension thereof) without the Seller's prior written consent;
 - (i) notify the Supplier promptly upon the Equipment becoming defective or upon the Equipment becoming damaged or destroyed;
 - (j) bear the cost of repair, rectification or replacement (whether or not covered by any policy of insurance) of any loss, theft, damage or destruction to the Equipment;
 - (k) ensure that the Equipment is available for collection on the Collection Date set out in the Specification (or as otherwise agreed between the parties);
 - (l) ensure that, on the Collection Date, the Equipment is in substantially the same condition as it was on the Commencement Date, with the exception of reasonable cleaning;
 - (m) not sell, assign, mortgage, let or hire or otherwise dispose of or part with possession of the Equipment nor attempt or purport to do so;
 - (n) comply with all applicable laws, including health and safety laws;
 - (o) comply with any additional obligations as set out in the Specification.
- 5.2 The Customer, at its own cost, shall ensure the Site is suitable for the Equipment and in particular shall ensure that:
- (a) the location at the Site where the Equipment is to be situated shall be level with sufficient solid standing to bear the load of the Equipment and the weight of any motor vehicles used by the Supplier in delivering or collecting the Equipment, or otherwise complying with its obligations under the Contract;
 - (b) on or before the Delivery Date, it holds and maintains all necessary licences, permissions and consents in relation to the Site which may be required for the hiring of the Equipment;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Site as reasonably required by the Supplier and shall ensure that such access is appropriate for the delivery and collection of the Equipment; and
 - (d) the Site is safe and secure;
 - (e) suitable arrangements are made at the Site to ensure that any buried pipes or other concealed services do not sustain damage as a result of the transport used in the installation and/or removal of the Equipment;
 - (f) all necessary arrangements are made at the Site for the provision and installation of any connections to mains services which are reasonably required by the Supplier for the proper functioning of the Equipment (unless other arrangements are set out in the Specification);
- 5.3 If the Supplier is prevented from delivering the Equipment on the Delivery Date, or the process of installing the Equipment is extended, due to the Customer's failure to comply with its obligations contained in clause 5.2 [or by reason of adverse weather conditions], then without limiting any other remedies available to it, the Supplier shall be entitled to charge the Customer at a rate of £20 per hour (exclusive of VAT) for such repeat attempt at delivery or extension of time.
- 5.4 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission

by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend delivery or collection of the Equipment until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.4; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. Insurance

6.1 The Customer will from the Commencement Date, without prejudice to the liability of the Customer to the Supplier, ensure that it has in place public liability insurance providing a minimum limited indemnity of £2,000,000 in respect of the use of the Equipment

6.2 The Customer also have in place and keep the Equipment insured for its full replacement value with an insurance company of good repute against all risks. The Customer shall on demand show the Supplier this insurance policy, the premium receipt and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the such insurance policy or do not allow to be done any act or thing whereby the insurance may be invalidated.

7. Delivery

7.1 The Supplier will use all reasonable commercial endeavours to deliver the Equipment on the Delivery Date but the Supplier shall not incur any liability whatsoever in the event of any delay.

7.2 At the time of delivery the Customer shall examine the Equipment for defects and in the absence of any material defects shall sign an acceptance form which shall constitute acceptance of the Equipment.

7.3 The Delivery Date, or any other dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the delivery of the Equipment.

7.4 If the Supplier fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in hiring replacement equipment of similar description and quality in the cheapest market available, less the price of hiring the Equipment. The Supplier shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the delivery of the Equipment.

8. Ownership

8.1 Risk in the Equipment shall pass to the Customer on the Commencement Date.

8.2 The Equipment shall remain at all times the property of the Supplier and the Customer shall have no right to the Equipment other than as the hirer of the Equipment, and the Customer shall not do or permit or cause to be done any matter or thing whereby the rights of the Supplier in respect of the Equipment are or may be prejudicially affected.

9. Hire Charges and Payment

9.1 The Charges for the hire of the Equipment shall be as set out in the Specification;

9.2 Unless otherwise agreed between the parties or set out in the Specification, the Supplier shall be entitled to invoice the Customer for the Charges or any other sums due under the Contract at any time before or after the Commencement Date.

9.3 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 28 days of the date of the invoice or in accordance with any credit terms contained in the Specification or otherwise agreed by the Supplier and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier,

Time for payment shall be of the essence of the Contract

9.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the hire of the Equipment at the same time as payment is due for the hire of the Equipment.

9.5 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 11:

- (a) the Supplier shall be permitted to suspend the delivery to the Customer of any Equipment which has not been delivered, or any further Equipment which is due to be delivered; and
- (b) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. Changes to the Specification

10.1 In the event that the Customer wishes to alter or vary the Equipment, the Rental Period, the Site or any other details from those agreed in the Specification before the Commencement Date, the Customer must provide details of the requested change to the Supplier as soon as possible. On receipt of this request, the Supplier will advise whether the variation or alteration would result in any amendment to the Charges or the Delivery Date and any other information relevant to that amendment or alteration. The Customer must then confirm within 5 Business Days of receiving notice of the revised Charges and/or Delivery Date whether it wishes to proceed on the basis of the updated information, in which case, the Specification will be varied to reflect this change. If the Customer is a Consumer and does not agree to the revised Charges and/or Delivery Date, the Customer may terminate the Contract by giving notice to the Supplier in writing.

10.2 The Supplier reserves the right to carry out any alteration or variation to the hire of the Equipment or the Specification if required by:

- (a) any Applicable Laws; or
- (b) the existence or discovery of any structural or similar defect or other adverse condition of the Site that would affect the installation of the Equipment;

in which case, the Supplier will notify the Customer as soon as practicable.

11. Termination

11.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.3 The Customer agrees that the Supplier shall be entitled to remove the Equipment and/or terminate the Contract with immediate effect if at any time during the Rental Period the use of the Equipment is not compliant with any applicable law or regulation.

12. Consequences of Termination

12.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Equipment which has been delivered but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) (unless otherwise agreed with the Supplier) allow the Supplier to collect the Equipment from the Site at a reasonable time which is agreed between the parties.

12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. Limitation of Liability and Indemnity

13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

13.2 Subject to clause 13.1:

- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the Charges under the Contract.

14. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 14 days, the party not affected may terminate this Contract by giving 7 days written notice to the affected party.

15. Data Protection

15.1 As an organisation, Classic Hire Limited values the personal information that is entrusted to it by Customers.

15.2 For details of how the Supplier processes and handles personal data please see its privacy policy at www.synergyweb.net/privacy-policy

16. General

16.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

16.2 Entire agreement.

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.6 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or by email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.6(a); if sent by

pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.7 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

16.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

16.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Part 2 - Specific Terms

Intents Effects - the following specific terms shall apply:

1. Dance Floor equipment

If the Equipment includes a dance floor:

(a) in addition to its other obligations under the Contract, the Customer must ensure that it is able to provide a sub floor or very level solid ground on which the dance floor can be placed. The Supplier accepts no responsibility for any slips or trips if the floor will not lay flat because this clause has not been adhered to;

(b) all dance floors provided by the Supplier are sealed on site before the event and cleaned on site after the event. It is the Customer's responsibility to protect any floor coverings where the dance floor is to be laid. The Supplier accepts no liability for any damage to the Customer's floor if this clause is not adhered to; and

(c) the Customer must provide hard standing access to the location within the Site where the dance floor is to be placed. There must not be any steps or gravel. If steps are involved there will be an additional charge for labour.

2. Bar equipment

If the Equipment includes a bar:

(a) the Customer shall ensure that there is sufficient room for the Supplier's vehicle to park within 5 metres or such other reasonable distance of the location within the Site where the bar is to be positioned; and

(b) the Customer shall ensure that the location within the Site where the bar is to be positioned is a solid and level floor. It must not be gravel or grass.

2.2 The Customer shall ensure that neither it, nor any third party, is making inappropriate use of any ropes, pillars, or other components of the Equipment, and the Supplier shall accept no liability for injury or damage caused by such inappropriate use.

2.3 The Customer acknowledges that a risk of injury exists from inappropriate use of the rope and cording attached to tent fringe pillars. It is the Customer's responsibility to ensure that all guests (especially children) should be supervised at all times and should not play with or pull on ropes or on the fringe pillars themselves.

Classical Toilet Hire - the following specific terms shall apply:

1. Smoking

1.1 The Customer is responsible for ensuring that neither it, nor any third party, is permitted to smoke inside mobile toilet units.

P.N. Services - the following specific terms shall apply:

1. Electrical Equipment

- 1.1 The Equipment supplied must be tested once it has been delivered and installed at the Site in its final position by a qualified person. The Customer is responsible for all final testing and commissioning of the Equipment.
- 1.2 The Customer confirms that it has the necessary knowledge and experience to operate and use the Equipment.
- 1.3 The Customer will not misuse the Equipment or use it in any way outside the instructions given to it by the Supplier.
- 1.4 The Customer will not allow any person to use the Equipment who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed.
- 1.5 The Supplier will usually deliver the generator with a full tank of fuel however if the generator does need refuelling during the Rental Period the Customer must ensure that it does not use any other fuel than that provided by the Supplier. Failure to comply with this clause may lead to damage to the generator and the Customer will be liable for such additional charge to cover the cleaning of the generator and if necessary for replacing any damaged fuel filters.