



TERMS AND CONDITIONS OF HIRE

1. The Hirer whose signature appears below hereby agrees to pay EventFX Scotland ("Owner") the charges incurred for the hire of equipment based on the prices specified in the Price List or individual quotation and in accordance with the following terms and conditions or the terms and conditions of any agreement made in an exchange of emails.
2. Duration of hire - A hire continues until all equipment is returned to the Owner.
3. Deposits - A 50% deposit is required to secure booking, if within 28 days of the hire date full payment must be made. Balance payable 28 days before hire date.
4. Cancellation - Full hire charges are due if cancellation occurs up to **28 days** before hire date. Fifty percent (50%) of hire charges are due if cancellation occurs more than **28 days** and up to **90 days** prior to the hire date. Cancellations more than **90 days** prior to hire date will not incur charges.
5. Delivery and Equipment check. Delivery times will be pre agreed. Additional charges will be made for unscheduled / additional set up times. Delivery requirements must comply with Health and Safety Regulations. It is the Hirers duty to inform the owner of any known access issues e.g., gravel drive/ paths, stairs etc. Non disclosed access issues will result in additional charges. Owner accepts no responsibility for damage to Hirer's or a third party's property arising during delivery unless attributable to Owner's own gross negligence.
6. Wear and tear; damage; loss. The Hirer is responsible for the equipment while in his possession and is liable for damage due to fire, theft, burglary, spills, breakage or other losses to the equipment and will maintain insurance adequate to cover such losses. Equipment must be returned in the same condition as when delivered, fair wear and tear allowed. Equipment returned in a condition other than when delivered will be cleaned, reconditioned, repaired or replaced in the Owner's discretion and at the Hirer's cost. Equipment not returned at all will be replaced by the Owner at Hirer's cost.
Hirer will not alter or repair equipment without the Owner's consent, any difficulties with 'dry hire' equipment should be reported to the Owner. Substitutes for lost or broken equipment will not be accepted. For equipment not returned or damaged beyond repair, the Hirer will be charged the standard list price of the equipment (with no discount to reflect hire charges incurred by Hirer). Equipment should be checked by the Hirer before use and any deficiencies should be reported immediately to the Owner.
7. Gas / CO2 fired systems. The owner will supply all relevant gas cylinders for correct equipment operation. The owner accepts no responsibility for failure of equipment where the Hirer supplies their own fuel cylinder.
8. Ownership; sublease. All hired equipment remains the property of the Owner. The Hirer shall not sublet or assign the equipment, nor permit it to be transported from the place of delivery, without the Owner's consent.
9. Injuries to users. The Hirer is responsible for injury to the Hirer's agents, employees and guests or other third persons resulting from the use of the equipment and will adequately insure against the foregoing risks.
10. Interruption of service. Hires are subject to variation or cancellation for any cause beyond the Owner's control, such as fires, strikes, lock-outs, power failures and weather. In the event of a heavy demand the Owner reserves the right to substitute items. The Owner is not responsible for any consequential damages whatsoever resulting from the failure of the equipment to function properly.
11. Power supply. Hirer is responsible for assuring that its site has adequate power to operate equipment. Inadequate / unidentified power supply issues resulting in equipment unable to be used will not entitle the Hirer to a refund.
12. Accounts. Except for customers with approved credit, all invoices must be settled before delivery. All other invoices must be settled net 28 days (the "due date"). A late-payment fee of **5%** will be added for each 30-day period or any part thereof that the invoice remains unpaid after the due date. Daily

interest at the rate of 18% per annum is charged, starting on the due date, on invoices not paid by the due date.

13. Breach. The Owner retains the right to repossess the equipment should the Hirer breach any of these conditions.

I.....(the Hirer) accept in full the above Terms and Conditions of hire.

Signed.....

Date.....

Signed..... (the owner) on behalf of EventFX Scotland.