

# SHOWMEN EVENTS LTD TERMS AND CONDITIONS

## 1. Explanation of terms

1.1 'Contract' means a contract for the hire of equipment concluded by the acceptance by Showmen events of an order.

1.2 'Equipment' means the equipment or item described or any individual item thereof.

1.3 'Hire Charge' means the amount payable by the Hirer to Showmen events for the hire of the equipment for the agreed Hire Period.

1.4 'Hire Period' means a period starting on the date the equipment is despatched to or collected by the Hirer and ending on the date which the equipment is Returned.

1.5 'Hirer', 'His' means the name of the person or company hiring the equipment from Showmen events.

1.6 'Showmen events' 'Us' 'Our', 'We' means the company of Showmen Events LTD and or its authorised agent.

1.7 'Standard rate', 'Standard Hourly rate' or 'Standard Daily rate' shall mean the rate charged by Showmen events for work, services or hire without allowance for discounts. These rates are available on request.

1.8 'Replacement Cost', 'Replacement Value' shall mean the recommended retail cost at the time of replacement plus any ordering and delivery charges plus any modification costs, without allowance for any discounts or wear and tear whatsoever.

1.9 'Delivery', 'Deliver', 'Collection', 'Collect', shall mean the point at which risk shall transfer to the Hirer and may not coincide with any physical exchange of Equipment or times and dates stated in the Hire Contract.

1.10 'Returned' shall mean the point at which Stage Services accept all equipment is physically in Our Custody, shortages/losses have been resolved, all payments have been made in full.

## 2. General

2.1 These Terms and Conditions shall apply to all contracts for the hire of the Equipment by the Showmen to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by Showmen Events LTD in writing.

2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Showmen Events LTD.

2.3 By placing an order or collecting the Equipment, or accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

## 3. Orders

3.1 Showmen Events shall only accept an order for the hire of equipment provided that it is in writing, and signed by the Hirer or authorised signatory of the Hirer.

3.2 Any Terms and Conditions in the Hirers order or other documentation, whatsoever, which are inconsistent with these Terms and Conditions will have no effect.

3.3 Once an order had been accepted by Showmen events, the Hirer will pay a deposit of 25% upon booking. The remaining balance will need to be paid in full no later than 7 days before delivery of goods.

3.4 cancellation within 30days of event will result in full payment being due.

## 4. Hire of equipment

4.1 Showmen events hereby hires to the Hirer the equipment for the Period of the hire for the Hire Charge.

4.2 Showmen events reserves the right to supply equipment of similar or better specifications to the equipment ordered.

4.3 All descriptions, specification, weights dimensions, and drawings supplied by Showmen events are only intended as a general indication of the goods to which they refer. They form no part of the contract.

4.4 Showmen events reserve the right to change specifications without notice.

4.5 The Hirer shall be responsible for determination of the suitability of the equipment for the proposed purpose or use.

4.6 The Hirer shall ensure that the equipment is installed and operated in a suitable and safe manner.

4.7 The Hirer shall ensure that the installer and operator of the equipment is competent to do so, and has a working knowledge of that type of equipment.

4.8 The Hirer shall ensure that each item of equipment is compatible with other items hired, or is compatible with other items of equipment from other sources and that it is fit for purpose and operated within its capacity.

4.9 The equipment shall not be removed from any site originally specified by the Hirer without prior written permission from Showmen events.

4.10 The hirer shall not paint or modify cut or drill or damage or repair the equipment in any way. Any such action shall be deemed as damage as per 8

4.11 The hirer shall not sell or offer for sale, assign, mortgage, or pledge, the Equipment to any third party;

## 5. Hire Charge

5.1 Hire Charges commence from the date stated in the contract and are payable for the hire period.

5.2 Equipment must be returned by 12 noon on the day of return. Any Equipment Returned late for whatsoever reason shall be charged for at the standard daily rate, per day, until Returned. Any equipment not returned for whatsoever reason; loss, theft etc. shall remain on hire at the standard daily rate until returned, or a resolution has been reached.

5.3 All cables must be returned clean, neatly coiled and taped, as supplied. Failure to do so will result in a charge at the standard rate per cable.

5.4 Showmen Events may provide spare lamps on request, for use in Our equipment only. These lamps must be returned on completion of the hire. If lamps are used as replacement, the old dud lamps must be retained as proof. Any lamps not returned as described must be paid for.

5.5 The Hirer shall pay any delivery and packing charges where appropriate as per 6.

5.6 All sums due from the Hirer to Showmen events shall be subject to V.A.T. at the applicable rate.

5.7 Where credit facilities have been set up, the Hirer shall pay Showmen events invoices within 7 days of the invoice date.

5.8 Showmen events reserve the right to charge the Hirer compound interest at the rate of 5% per month on all invoices which are not paid in accordance with 5.7. Interest will also be payable after as well as before any judgment obtained in respect thereof.

5.9 Where no credit facilities are setup or granted the Hirer must pay all charges by credit card with the order. Any further charges occurring during or after the hire period will be charged to the same credit card account, as they occur, and without prior notice.

5.11 Where any deposit payments have been made, these will not be returned.

## 6. Delivery, Collection & Risk

6.1 Any times and dates of delivery & or collection of equipment are approximate only. Showmen events shall not be liable for any delay howsoever caused.

6.2 The risk in the Equipment shall pass to the Hirer at the time of Delivery and the Hirer shall thereafter be liable for all loss and damage to the Equipment whether or not the Equipment has been dispatched by Showmen events or collected by the Hirer or is in the custody of the Showmen events or the Hirer. Risk shall only revert back to Showmen events once the Equipment is accepted as Returned by Showmen events.

6.3 The Hirer shall ensure, whenever required, all equipment is de-rigged, cleaned, packed and ready. Any waiting, re-visiting, de-rigging, packing, shall be charged for at the standard rate.

6.4 The Hirer shall ensure adequate and suitable parking is available for Showmen events Vehicles whenever required at the nearest and most suitable loading point.

6.5 The Hirer shall provide all required unloading/loading and transportation equipment and personnel whenever required to move the equipment to/from the required location unless otherwise agreed in writing.

6.6 Where parking restrictions are in place on the Hirers site or in the immediate vicinity of the delivery location, the Hirer shall indemnify Showmen events from any action, fines, charges, removal, storage, clamping whatsoever caused and for whatsoever reason. The Hirer shall ensure that Showmen events have all required clearance and permits to park and unload its vehicles at all times during the hire period.

6.7 Where Showmen events vehicles are fined, removed, immobilised, impounded, damaged as per 6.6 for whatsoever reason, the Hirer shall waver, or pay all fines fees and costs relating to this on demand. The Hirer shall also pay Showmen events on demand all waiting costs at the standard hourly rate plus any other costs, losses, delays and or damages incurred by 6.6

6.8 The Hirer shall check and test all equipment within 24 hours of Delivery or Collection and shall report any missing, damaged, or non functional items immediately. Any missing, damaged, or non functional items reported after this time will be as per 8.

## 7. Cables & Connectors

7.1 All equipment must be used as supplied with the plugs and sockets fitted. If other plugs and sockets are required, they must be specified at the time of ordering.

7.2 If any items are returned with connectors removed or missing, or cables have been cut or rewired, Showmen events will charge for their replacement and or refitting in full at the standard rate.

## 8. Equipment failure & Repairs

8.1 The hirer shall ensure that the equipment remains clean and serviceable during the hire period.

8.2 Any breakdown or unsatisfactory working of equipment shall be reported to Showmen events immediately.

8.3 The Hirer shall under no circumstances attempt to repair or modify the equipment.

8.4 Any damage, damaged or unsatisfactory equipment must be returned to Showmen events at the Hirers cost.

8.5 Where Showmen events decides to carry out urgent repairs to the Equipment during the period of hire, Showmen Events shall be obliged to replace the Equipment with equipment of a similar type and Showmen events shall be liable for all transport costs involved. Where no replacement equipment is available Showmen events shall be entitled to terminate the hire immediately by notice in writing to the Hirer. Showmen events shall be liable for all transport costs where termination occurs within 3 months of the start of the period of hire and for the costs of loading and returning the Equipment where termination occurs more than 3 months after the start of the period of hire.

8.6 If the Equipment is involved in an accident resulting in damage to either equipment or property or injury to any person, the Hirer shall inform Showmen events immediately.

8.7 If any item of Equipment returned unsatisfactory, as a result of either 8.2, 8.3, 8.4, 8.5, the hirer shall be liable for the repair or replacement of the equipment. Showmen events shall determine the cost and suitability of a repair. Any item determined unsuitable or impractical for repair must be paid for in full at the replacement cost. Showmen events will determine the replacement cost.

8.8 Any Equipment returned damaged, missing, or unsuitable for re-hire shall remain on hire at the standard daily rate until the situation is rectified.

8.9 Where Equipment such as Smoke machines etc. that run on fluids are hired, only fluids supplied by Showmen events must be used. The Hirer must ensure that adequate amounts of fluid are available at all times and that equipment is never left to run dry. The Hirer will be responsible for any damage what so ever caused as a result of equipment being operated without fluid

8.10 Where equipment such as Colour Scrollers that require fan cooling are hired, the Hirer must ensure that the equipment is never used without power to the Colour scrollers as heat damage to the Gels may occur. Where Colour Scrollers are returned with heat damaged scrolls, the Hirer shall be responsible for the replacement cost of the scroll.

8.11 Showmen events shall not be liable for any losses whatsoever as a result of failure of equipment.

## 9. Loss, Damage, Insurance

9.1 The Hirer shall Insure the equipment from the time of Delivery and the Hirer shall thereafter be liable for all loss and damage to the Equipment whether or not the Equipment has been dispatched/collected by Showmen events or collected/delivered by the Hirer or is in the custody of the Showmen events, until the Equipment is accepted as Returned by Showmen events.

9.2 Showmen events will test all equipment on return to our premises. Due to time constraints, Showmen events may not test the equipment in the presence of the Hirer, but at a time convenient to Us. The Hirer may request testing in His presence, at a time convenient to Us, and where this has been agreed in writing at the time of the order.

9.3 Where the Hirer declares that the equipment has been lost or stolen, the hirer shall pay Showmen events on demand the full replacement value of the equipment without deduction for usage wear and tear or age.

9.4 Where the equipment is returned damaged, dirty, or in an unfit state, The Hirer shall pay Showmen events on demand the cost of repair or cleaning, or rectification. Showmen events shall decide upon the cost. Where Showmen events decide that a repair or cleaning is not suitable, for whatsoever reason, the Hirer shall pay Showmen events on demand the full cost of replacement without deduction for usage wear and tear or age.

9.5 Where accessories or items relating to a particular item are not returned or lost or damaged, the equipment to which these items are related will remain on hire at the full daily rate until the situation is rectified.

9.6 All equipment shall remain on hire at the full daily rate until replacement, repair or resolution has been made.

9.7 Showmen events will inform the Hirer on request, of the replacement value of the equipment for insurance purposes.

## 10. Termination

10.1 Showmen events shall be entitled to terminate any hire where;

(a) The Hirer is believed to be in breach of these terms; or  
(b) The Hirers solvency is considered to be in doubt by Showmen events.

Any termination shall not affect Showmen events right to payment in any way.

10.2 The Hirer hereby authorises Showmen events to enter any property upon which Showmen events reasonably believe any equipment to be and Showmen events may recover and remove the equipment. The Hirer will pay for any cost involved.

## 11. Ownership

The Equipment shall remain the property of Showmen Events LTD at all times.

## 12. Indemnity

The Hirer agrees to indemnify and hold Showmen events and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of hire.

## 13. Liability

13.1 The Company shall not be liable for any loss or damage arising from any cause beyond its reasonable control.

13.2 The Company shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

13.3 The liability of the Company with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at the Company's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.

## 14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 15. Acceptance of Terms and Conditions

Upon Deposit payment or full payment you accept the terms and conditions stated here.