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## **TERMS AND CONDITIONS OF HIRE AND ENGAGEMENT**

### 1.1 Definitions

“AGREEMENT” means any written order between the COMPANY and the HIRER, which shall include these terms and conditions. The COMPANY does not accept any verbal orders whether implied or otherwise. These terms and conditions exclude any terms and conditions presented to the COMPANY by the HIRER at any time except as otherwise agreed between the COMPANY and the HIRER in writing.

“COMPANY” means Peak Hire Limited, its affiliates, subcontractors, agents, and their employees, directors and/or officers.

“EQUIPMENT” means any goods, components, parts, storage containers and any other item on hire from the COMPANY.

“HIRER” means the person, firm, company, authority or body accepting or using the EQUIPMENT.

“HIRE FEE” means the amount notified to the HIRER by the COMPANY in compensation for the use of the hired EQUIPMENT.

### 2.0 Duration

2.1 The duration of the hire shall be that period described on the hire form or any other period as agreed between the parties. The period shall commence at such time that the EQUIPMENT is delivered or passed to the HIRER and shall be complete when the EQUIPMENT is safely back in a COMPANY defined store.

### 3.0 Delivery

3.1 Where it is a requirement that the COMPANY delivers the EQUIPMENT to the address notified by the HIRER, the COMPANY accepts no responsibility for any delays caused by non-arrival of haulers, strikes, lock outs or any other circumstances beyond the reasonable control of the COMPANY. For the avoidance of doubt the COMPANY shall not become liable for any indirect or direct loss of business, profit, savings, wasted money, wages, fees, burdens, expenses or consequential losses due to delays.

3.2 In the event that the HIRER transports the EQUIPMENT the COMPANY will use all reasonable endeavours to make the EQUIPMENT available at the time requested but accepts no responsibility for any delays incurred.

### 4.0 Title & Risk

4.1 At all times title and ownership of the EQUIPMENT shall remain with the COMPANY. Under no circumstances whatsoever shall title or ownership pass to the HIRER.

4.2 Risk of the EQUIPMENT on hire shall remain with the HIRER during the period of hire.

#### 5.0 Insurance

5.1 It is a condition precedent that the HIRER shall insure the EQUIPMENT at its own expense during the hire period. The insurance policy shall include as a minimum, but shall not be limited to, damage or loss of the EQUIPMENT howsoever arising.

5.2 The HIRER shall notify its insurers that the equipment is on hire from the COMPANY and shall ensure that the HIRER'S insurance COMPANY endorses the policy with such interest naming the COMPANY as payee.

5.3 The HIRER shall not settle any claim made in respect of this agreement against its insurance policy without the express consent of the COMPANY.

#### 6.0 Liabilities

6.1 In no event shall the COMPANY become liable to the HIRER;

i) for any losses, costs, damages suffered or incurred by the HIRER as result of failure to perform or breach by the COMPANY of its obligations under this agreement including without limitation any direct or consequential loss or economic loss or damage, loss of profits, interest, business revenue or savings, loss of contract in either tort or statute and whether as a result of negligence or otherwise;

ii) for any losses, costs or damages whatsoever under this agreement or otherwise where proceedings for such losses, costs or damages are begun 1 month or more after the occurrence of the breach giving rise to the claim or when the HIRER should have become aware of the facts constituting the cause of the actions;

6.2 The HIRER accepts liability for the loss of or damage to the EQUIPMENT due to the negligence of the HIRER and/or its representatives using the EQUIPMENT on its behalf.

6.3 In the event of any loss or damage to the EQUIPMENT the HIRER shall pay the COMPANY the current replacement cost of the EQUIPMENT or in the event that repair is possible, the cost of such repair and any other proven costs associated with the repair. Replacement or repair shall be at the sole discretion of the COMPANY.

6.4 Any claim by the COMPANY for costs associated with sub clause 6.3 above, shall not prejudice the COMPANY'S right to receive the full HIRE FEE.

6.5 The signatory to the agreement warrants that it has authorisation to hire the EQUIPMENT for and on behalf of the HIRER and agrees to indemnify the COMPANY against all losses and costs that may from time to time be incurred by the COMPANY should this not be the case.

#### 7.0 Payments and fees

7.1 The HIRER agrees to pay the COMPANY the HIRE FEE. Registered Office: Unit 6 Churchill Ind Est, Churchill Road, Cheltenham GL53 7EG VAT No.: 922 4750 33 Registered in England No.: 6392854

7.2 Unless otherwise agreed between the COMPANY and the HIRER the HIRE FEE shall be payable with the order. If settlement of the HIRE FEE is not made prior to the commencement of the hire period or within the due period agreed with the HIRER the COMPANY shall at its discretion charged

interest at a rate of 2% above the Lloyds Bank base rate per month cumulatively on any overdue amount.

## 8.0 Termination

8.1 The COMPANY shall have the right to terminate this agreement for any reason and at any time. In the event of termination under this sub clause 8.1 (except for reasons of bankruptcy or insolvency on the part of the HIRER) then the COMPANY shall return to the HIRER any sums paid to the COMPANY provided that termination has occurred prior to commence of the hire period.

8.2 The HIRER shall have the right to terminate this agreement at any time provided that 30 days written notice of termination has been given to the COMPANY.

8.3 In the event of termination under sub clause 8.2 above the HIRER shall, unless otherwise agreed, remain liable to the COMPANY for the HIRE FEE.

## 9.0 Assignment and Subcontracting

9.1 The COMPANY retains the right to assign this agreement at any time for any reason provided written notice is given to the HIRER. Any such assignment shall not require the consent of the HIRER.

9.2 The HIRER shall not assign subcontract this agreement in whole or in part at any time. For the avoidance of doubt this includes passing or loaning the EQUIPMENT to any other third party or person. The HIRER shall not at any time sell, dispose of or otherwise part with the control of the EQUIPMENT.

## 10.0 General

10.1 All descriptions, specification, drawings, weights, dimensions, particulars and information issued by the COMPANY are correct to the best of the COMPANY's knowledge at the time and are only intended to present a general idea of the EQUIPMENT to which they refer and shall not form part of the agreement.

10.1a All designs, drawings, specifications, technical properties and quotations generated by the COMPANY are COPYRIGHT and INTELLECTUAL PROPERTY and shall not be printed, published, broadcast or used in any other manner whatsoever except with expressed permission by the COMPANY.

10.2 The COMPANY reserves the right to amend change or alter any descriptions, specification, drawings, weights, dimensions, particulars and information at any time.

10.3 The COMPANY shall supply the EQUIPMENT requested by the HIRER. The HIRER shall be responsible for ensuring that the EQUIPMENT is suitable for the purpose for which the EQUIPMENT is intended. The HIRER shall give the COMPANY sufficient information to ensure to the best of the COMPANY's knowledge that the EQUIPMENT meets the Hirers requirements.

10.4 The HIRER shall ensure that the EQUIPMENT is used and installed by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order applying from time to time affecting the use of the EQUIPMENT including but not limited to the Health & Safety at Work Act 1974 and any statutory replacement or amendment thereto.

10.5 EQUIPMENT on hire will be supplied with the correct plugs and sockets as fitted. The HIRER shall not remove replace or otherwise tamper with the plugs and/or sockets without the express consent of the COMPANY.

10.6 The HIRER shall be responsible at all times to arrange a proper power supply for use with the EQUIPMENT and shall ensure that at all times the EQUIPMENT is earthed correctly. The HIRER shall be responsible for the correct connection to, and ensure that generators and power outlets are properly regulated, tested and certified.

10.6a The COMPANY shall bear no responsibility for any damage to any other person's equipment connected to COMPANY EQUIPMENT in any circumstance whatsoever including mains or low voltage electrical connection, data connection by way of DMX or audio or computer connections.

10.7 The HIRER agrees to only use the EQUIPMENT in the venue or venues agreed in advance with the COMPANY. In the event that the Equipment is used on tour then a tour schedule shall be provided by the HIRER to the Company prior to the hire period.

10.8 In the event of faulty lamps within COMPANY equipment the HIRER shall return such lamps to the COMPANY. Failure to return faulty lamps shall result in charges being applied by the COMPANY to the account of the HIRER.

10.9 The HIRER shall ensure that the EQUIPMENT is maintained and remains serviceable and clean during the period of hire. Failure to maintain, service or clean the EQUIPMENT which results in such maintenance, service or cleaning to be carried out by the COMPANY shall be charged to the HIRER.

10.10 The HIRER shall coil all cables and secure them with velcro ties or PVC tape at the completion of the hire period. Failure to do so shall result in a charge to the account of the HIRER.

10.11 The COMPANY shall at any time and at all times have the right to inspect the EQUIPMENT. The HIRER shall afford the Company suitable and reasonable access for such inspection.

10.12 The HIRER shall not remove, alter, deface or otherwise tamper with any Company markings on the EQUIPMENT.

#### 11.0 Copyright and License

11.1 The HIRER by accepting delivery of any sound playback EQUIPMENT warrants that the HIRER has or will obtain the appropriate license for use of any media being used in conjunction with the EQUIPMENT.

11.1a The HIRER shall be responsible for obtaining the correct permissions and or licenses for the use of radio equipment within the UK.

11.2 The COMPANY hereby notifies the HIRER that the playing or showing of any copyright material in circumstances where the HIRER does not hold the appropriate license from the copyright holder then the HIRER may become liable for any costs or damages for so doing.

#### 12.0 Waiver

12.1 Any failure by the COMPANY to enforce any of or all of the conditions herein shall under no circumstances constitute a waiver of the said terms and conditions or any rights the Company has hereunder.

12.2 If any of the terms in the AGREEMENT are to be held invalid such validation shall not affect the validity of the remaining terms.

#### 13.0 Governing law

13.1 The validity, construction and interpretation of the AGREEMENT shall be governed exclusively by the laws of England. The COMPANY and the HIRER submit to the exclusive jurisdiction of the English courts.

#### 14.0 Crew / Personnel

14.1 Where Peak Hire crew have been provided as part of the hire agreement, the following must be provided by the hirer:

14.2 Hot beverages and Drinking Water to be freely available at all times.

14.3 At least one hot meal is to be provided for all crew members at the hirer' s expense, where working hours exceed 5 hours.

14.4 Breakfast and Evening Meal are to be provided for all crew members, where working hours exceed 8 hours.

14.5 In instances where hirers are unable to provide the above for Peak Hire Crew, per diem charges of £25.00 per crew member will be invoiced to the hirer.

14.6 Where per diem charges apply, the hirer must ensure adequate time is accounted for within the production schedule for crew to obtain and consume meals.