

Short Term Exhibition Equipment Hire Agreement

IMPORTANT: PLEASE READ THE FOLLOWING INFORMATION AND THE TERMS OVERLEAF CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS AND TO CONFIRM YOUR AGREEMENT

This Hire Confirmation Form and the terms and conditions overleaf (the “Terms”) together form a “Hire Agreement” made between us the supplier named below (“us”, “we” or “our”) and you (“you” or “your”) the customer named below.

This Hire Agreement set out the terms upon which we will hire the exhibition equipment set out below (referred to herein as the “Equipment”) to you.

Job Reference

Please take a moment to review all of the details below carefully.
Please sign to confirm and return this form back to us (by fax, email or post – contact details above) to allow us to proceed.

CUSTOMER

Customer:

Contact Name:

Address:

Phone Number:

Contact email:

SUPPLIER

THE EQUIPMENT

Product Code	Product Description	Quantity	Price

THE EQUIPMENT HIRE

Collection Point:

Return Point:

Hire Start Date

Hire End Date:

Duration of Hire:

You acknowledge that the Equipment will be demonstrated to you and made available for inspection by you on collection and that by subsequently taking possession of the Equipment you are confirming that it has been supplied in good and functioning condition.

Signature

PAYMENTS

Deposit:

The Deposit will be refunded to you upon return of the Equipment.

Hire Charge (excl VAT):

Print full name

Date / /

By signing this Hire Agreement you confirm that you are either the customer or an authorised signatory of the customer.
You should sign this Hire Agreement only if you want to be legally bound by its terms.

SHORT TERM EQUIPMENT HIRE TERMS AND CONDITIONS

These are the terms and conditions which, together with the Hire Confirmation Form overleaf, forms the Hire Agreement under which we will hire the Equipment to you.

Any words which are capitalised in these Terms shall have the meaning given to them in the Hire Confirmation Form.

Your signature and submission of a Hire Confirmation Form to us constitutes an irrevocable offer by you to hire the Equipment from us. We shall be entitled to accept or reject any such offer in our absolute discretion. If we accept your offer we shall indicate this either by confirming in writing or by making the Equipment available to you as described below.

PLEASE NOTE IN PARTICULAR PARAGRAPH 5 BELOW, WHICH SETS OUT YOUR RESPONSIBILITY FOR LOSS, THEFT, DAMAGE OR DESTRUCTION OF THE EQUIPMENT AND PARAGRAPH 7, WHICH DESCRIBES OUR LIABILITY TO YOU.

1 THE EQUIPMENT HIRE

1.1 We are hiring to you, and you are taking on the hire of, the Equipment set out in the attached Hire Confirmation Form for the period of hire set out in the Hire Confirmation Form (the "Hire Period").

1.2 This Hire Agreement will at no time be construed as an offer by us to sell the Equipment to you and is not an offer for sale under "sale or return" conditions. The Equipment shall remain our property at all times and you shall acquire no right, title or interest in or to the Equipment (other than the right to use it during the Hire Period in accordance with these terms).

2 TAKING CARE OF THE EQUIPMENT

You agree that you will:

2.1 use the Equipment only for the purpose for which it was designed;

2.2 take all necessary care when assembling and disassembling the Equipment and not damage, alter or tamper with it;

2.3 keep the Equipment in your possession and, when unattended, will ensure the Equipment is kept in a locked building;

2.4 not allow anyone else to use the Equipment;

2.5 allow us any access we reasonably require to the Equipment for the purpose of inspecting, maintaining/repairing or removing it;

2.6 not sell or otherwise dispose of the Equipment, seek or purport to grant any other party any rights over the Equipment or allow it to be seized in connection with any debts you owe or as part of any other legal process; and

2.7 return the Equipment to us on or before the end of the Hire Period set out in the Hire Confirmation Form.

3 HIRE CHARGES AND THE REFUNDABLE DEPOSIT

3.1 The price of the hire of the Equipment will be the hire charge set out in the Hire Confirmation Form (the "Hire Charge"). Our Hire Charges may change at any time for future hires, but this will not affect the Hire Charge agreed under these Terms.

3.2 The Hire Charge is for a short-term hire, to include the day of collection and the day or Return by you, you are responsible for the return of the Equipment to the Return Point at your cost.

3.3 You must pay the Hire Charge and the refundable Deposit to us in full by debit or credit card before we will provide you with the Equipment. If you fail to do so we may refuse to release the Equipment to you until we have received payment, but you shall remain liable to pay the Hire Charge for the full Hire Period.

3.4 The Hire Charge and Deposit are expressed exclusive of VAT unless otherwise stated (which shall be payable in addition where applicable).

4 RETURNING THE EQUIPMENT

4.1 All Equipment must be returned to us at the Return Point set out in the Hire Confirmation Form by no later than the Hire End Date.

4.2 If the Equipment is not returned to us by the Hire End Date you will incur a "Late Return Fee" for each day (or part day) following that date up until (and including) the date on which you return it. The Late Return Fee will be equivalent to our standard daily hire rate (disregarding any discount that we have given you during the Hire Period).

4.3 We may terminate this Hire Agreement early on written notice if you commit a breach of any term of this Hire Agreement or experience any insolvency event (or we reasonably believe either of those things may happen). In such case you will remain liable for the Hire Charge in full.

4.4 If you fail to return the Equipment by the Hire End Date (or immediately following early termination by us in accordance with paragraph 4.3) we shall be entitled (at your expense) to retake possession of the Equipment and for this purpose you irrevocably authorise us to enter any premises where we believe that the Equipment may be located, including by force if deemed necessary, and you agree to indemnify us and hold us harmless against any claim or cost, loss, damage or expense we suffer as a result of exercising our rights under this paragraph 4.4.

5 LOSS, THEFT OR DAMAGE TO THE EQUIPMENT

5.1 Risk in the Equipment shall pass to you upon collection from us, and shall pass back to us when the Equipment is passed or delivered back into our care/control at the Return point. This means that you will be responsible for any loss, theft, damage or destruction of the Equipment from the time it is collected to the time it is returned.

5.2 If the Equipment is lost, stolen, damaged or destroyed you agree to notify us immediately.

5.3 If you (a) notify us that the Equipment has been lost or destroyed, (b) fail to return the Equipment within 14 days of the Hire End Date (or of the termination of the Agreement, if earlier), or (c) return the Equipment in a damaged or modified state such that we reasonably consider it would be impossible or uneconomical to reinstate the Equipment to the condition it was in when you collected it, we shall be entitled on written notice to you to terminate this Agreement and retain the Deposit in full (and in such case title in the Equipment shall pass to you as of the date of such notice).

5.4 On return of the Equipment we shall assess it for any damage which may have occurred during the time it was in your possession. It is your responsibility on collecting the Equipment to check for any damage and, if you identify any, notify us of it and ensure it is recorded. We shall be entitled on return to assume that any damage we identify was caused by you or whilst it was at your risk save where and to the extent that that damage was notified to us on collection in accordance with this paragraph 5.4.

6 RETURN OF THE DEPOSIT

6.1 Save where we are entitled to retain the Deposit in accordance with paragraph 5.3 (and subject to any deduction permitted by paragraph 6.3), we shall promptly repay the Deposit to you following the return the Equipment to us as set out in paragraph 4.1.

6.2 On repaying the Deposit to you, we shall deduct (a) any Late Return Fee, (b) where the Equipment was returned in damaged or modified state, our reasonable costs incurred in reinstating the Equipment to the condition it was in when you collected it and any loss of income we suffer as the result of the Equipment being unavailable to us whilst any repairs are carried out and (c) any other amount that we reasonably believe to be due by you to us (under this Agreement or otherwise).

6.3 Where we make a deduction in accordance with paragraph 6.2 we will confirm to you the reason for the deduction.

7 OUR LIABILITY

7.1 You acknowledge and agree that we shall not in any event be liable for any loss of profits, goodwill, business opportunity or anticipated savings, injury to reputation, wasted management time or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability or otherwise howsoever arising and regardless of whether we knew or had reason to know of the possibility of the loss or damage in question.

7.2 Our total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the Hire Charge.

7.3 The express terms set out in this Hire Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

7.4 Nothing in this Hire Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.

8 OTHER IMPORTANT TERMS

8.1 We shall not be in breach of this Hire Agreement nor liable for delay in performing, or failure to perform, any of our obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

8.2 You may only transfer your other rights or your obligations under this Hire Agreement to another person if we agree in writing in advance.

8.3 You agree that a person who is not a party to this Hire Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Hire Agreement.

8.4 This Hire Agreement constitutes the entire agreement between you and us and supersedes all prior agreements in connection with the subject matter hereof. No director, employee or agent of ours is authorised to make any representation or warranty not contained in this Hire Agreement and you acknowledge that you have not relied on any such oral or written representations.

8.5 All clauses and sub-clauses of this Hire Agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof of this Hire Agreement.

8.6 If we fail to insist that you perform any of your obligations under this Hire Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

8.7 This Hire Agreement (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this Hire Agreement.