

## TERMS AND CONDITIONS OF HIRE / SALE / EVENTS

### 1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "The Company" means Blue Parrot Ltd t/a Blue Parrot Theatre & Live Events
- 1.2. "The Customer" means the company, firm or person which has agreed to hire or buy the equipment from the Company, or who has engaged the Company for Event Management services;
- 1.3. "The Equipment" means anything the Company agrees to rent or sell to the Customer as detailed in correspondence, or any other equipment or personnel used in the organisation of an event.
- 1.4. "The Site" means the premises or site specified by the Customer where the Equipment is to be used.

### 2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the hire or sale of the Equipment, or for Event Management Services by the Company to the Customer to the exclusion of all other terms and conditions referred to, offered or relied on by the Customer unless the Customer specifically states in writing, separately from such terms, that he wishes such terms to apply and this has been acknowledged by the Company 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 Company.
- 2.3. By accepting the Equipment at the Site the Customer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

### 3. DELIVERY AND RISK

- 3.1. Unless the hire form of sales invoice otherwise provides in writing, delivery will take place on collection of the Equipment by or on behalf of the Customer at the premises of the Company.
- 3.2. Where the Equipment is to be dispatched to an address specified by the Customer the Company shall be deemed to have delivered the Equipment when the Company notifies the Customer that the Equipment is ready for dispatch and such dispatch shall be at the sole risk and expenses of the Customer.
- 3.3. The risk in the Equipment shall pass to the Customer at the time of delivery and the Customer shall thereafter be liable for all loss and damage to the Equipment whether or not the Equipment has been dispatched by the Company or collected by the Customer or is in the custody of the Company.
- 3.4. Time shall not be of the essence of any contract with the Customer and the Company shall not be liable for any loss whatsoever arising out of delay by the Company.

### 4. DELIVERY AND RETURN

- 4.1. Unless otherwise agreed in writing, the Customer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to the Company and for all costs incurred in connection therewith, and any driver or operator supplied by the Company shall be deemed to be under the Customer's control and shall comply with all directions of the Customer.

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- 4.2. Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to the Company and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Customer's satisfaction.

### 5. CUSTOMER'S OBLIGATIONS - HIRES

The Customer must:

- 5.1. Use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity;
- 5.2. Regularly check the condition of the Equipment during the period of hire. The Customer shall be responsible for any damage or loss arising from the continued use of Equipment in an unsafe condition;
- 5.3. During the period of hire ensure the security and safekeeping of the Equipment;
- 5.4. Allow the Company access to inspect, repair or replace the Equipment upon reasonable notice at any time;
- 5.5. Immediately inform the Company of any breakdown of the Equipment or any problem affecting the working of the Equipment;
- 5.6. Not repair the Equipment without the prior consent of the Company;
- 5.7. Read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.8. Unless otherwise agreed in writing by the Company, keep the Equipment in its own possessions at the Site;
- 5.9. Return the Equipment in the same condition as when it was supplied to the Customer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Hire fees will continue to be charged up to the time the Equipment is paid for in full;
- 5.10. Not sell or offer for sale, assign, mortgage, or pledge the Equipment to any third party;
- 5.11. Comply with any relevant Government or Local Authority Regulations.

### 6. BREAKDOWN AND REPAIRS - HIRES

- 6.1. Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the hire charges will be made to the Customer, any claims to be considered from the time and date of notification by the Customer.
- 6.2. Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Customer, the Customer shall be responsible for all loss or damage incurred by the Company arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.
- 6.3. Where the Company decides to carry out urgent repairs to the Equipment during the period of hire, the Company shall be obliged to replace the Equipment with equipment of a similar type and the Company shall be liable for all transport costs involved. Where no replacement equipment is available the Company shall be entitled to terminate the hire immediately by notice in writing to the Customer. The Company 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.

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### 7. CHARGING

- 7.1 All Equipment is hired on the basis of payment within 30 days of the Company's invoice for Customer's with a credit account in place. All other Customers must pay on receipt of invoice, unless another agreement has been made in writing. Charges for hire will be as per the quote provided.
- 7.2 Where payments are not made on the due date the Company will be entitled to interest on the amount that is overdue at HSBC Bank's base rate prevailing for the period for which such monies are overdue together with 4% calculated on a day to day basis compounded with quarterly interest rates.
- 7.3 The payment of such interest shall be without prejudice to any other rights or remedies of the Company.
- 7.4 Any legal or other charges incurred in the recovery of money of equipment shall be paid by the Customer.

### 8. TERMINATION/CANCELLATION

- 8.1. Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Customer's obligations under this agreement shall continue until the Equipment is returned to the Company.
- 8.2. If the Customer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Customer shall do or cause to be done or permit or suffer any act or thing whereby the rights of the Company in the Equipment may be prejudiced or put in jeopardy, the Company shall be entitled to terminate the hire immediately by notice in writing to the Customer and it shall thereupon be lawful for the Company to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of the Company to recover from the Customer any monies due to the Company under this agreement or damages for breach thereof.
- 8.3. Cancellation of any event, hire or sale must be notified at least 1 week in advance or costs amounting up to the full value of the contract may be charged to the Customer.
- 8.4. Cancellation at any time may incur charges for any irretrievable costs that the Company may have incurred in preparation of the hire/event.
- 8.5. Cancellations within 48 hours of the start date of the contract or hire period (or any time beyond the start date if the contract has been allowed to commence but is then cancelled at a later date) will incur the full charge for the hire/event.

### 9. LIABILITY

- 9.1. The Company shall not be liable for any loss or damage arising from any cause beyond its reasonable control.
- 9.2. The Company shall not be liable to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever cause, as a result of any negligence, breach of contract, misrepresentation or otherwise.

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- 9.3. 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.
- 9.4. Nothing in these Terms and Conditions shall exclude or limit the liability of the Company for death or personal injury caused as a result of the Company's negligence, breach of contract or otherwise.

### 10. INSURANCE

The Customer shall be responsible for insuring the Equipment against loss, damage or theft. The Equipment shall be insured for the manufacturer's current published list price.

### 11. INDEMNITY

The Customer agrees to indemnify and hold the Company 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.

### 12. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### 13. 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.