

Expression Events Terms and Conditions

1. Definitions

1.1. 'Equipment' shall mean all goods and components hired by Expression Events, as identified in the 'Schedule of Equipment'.

1.2. The 'Customer' is the person, firm or body hiring the Equipment. Any person purporting to act on behalf of the Customer shall be bound by the contract.

1.3. The 'Owner' is Expression Events.

1.4. The 'Hire Period' commences on the first date specified in the Contract Details and continues until it terminates on the last date specified of the hire period as indicated on the Hire Agreement. (This applies unless agreed otherwise by both parties prior to the agreement.)

2. Condition of Equipment at Commencement of Hiring

2.1. The agreement is entered into on the basis that the Customer has inspected the Equipment and is satisfied as to its condition in respect of defects that such an inspection ought to have revealed.

3. Electrical Safety

3.1. All equipment is regularly PAT tested and conforms to all relevant electrical safety regulations as specified in the electrical equipment safety regulations 1994.

3.2. It is the customer's responsibility to ensure that the equipment is connected to a safe electricity supply.

4. Equipment Maintenance and Repairs

4.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period.

4.2. Any breakdown or unsatisfactory working of the Equipment shall be immediately notified to the Owner by telephone and subsequently confirmed in writing.

4.3. The Customer must not repair the Equipment without the express permission of the Owner.

4.4. The Equipment must not be removed from the specified location(s) as indicated in the Contract Details, or from any subsequently agreed location without prior consent of the Owner.

5. Compatibility of Equipment

5.1. The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer.

5.2. The Customer shall ensure that any Equipment is suitable for their purposes.

6. Responsibility/Insurance

6.1. The Customer is responsible to the Owner from the commencement of the hiring for the safekeeping of the Equipment and for its use in a proper manner.

6.2 The Customer agrees to pay the full cost of any repairs needed as a result of damage to the equipment, which is not a result of equipment malfunction.

6.3. The Customer agrees to pay the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear, tear or age).

6.4. The Customer's responsibility ends when the Customer is in possession of the Owner's unqualified receipt for the return of the equipment.

6.5. The Customer shall insure the Equipment against the above liability.

7. Site working

7.1. Site grounds and track ways must be maintained at a level that is appropriate for the access on and off of site for large heavy good vehicles. Where necessary track way or matting must be laid to allow for adverse weather conditions. The Customer must pay for any and all costs incurred due to additional time spent on site due to adverse weather conditions.

7.2. The Customer must pay for any expenses incurred by Expression Events due to additional time spent on site due to scheduling issues or other extenuating circumstances. This to include any consequential loss of earnings.

7.3. The Customer must pay for any additional costs that arise due to Equipment specifications changing after the quotation has been confirmed. Additional equipment required after confirmation of price in confirmed quotation must be paid for at additional cost.

7.4. The customer shall be responsible for the provision of sustenance for all crew working on site for the duration of site working, unless negotiated prior to event and set as an additional cost with the quotation process. The arrangements for the provision of sustenance must be clearly communicated prior to the event and agreed. This must consist of provision of three substantial meals a day and fluids provided (which must be in the form of bottled water).

7.5. Provision for a meat or vegetarian option must be available.

7.6. Voucher schemes must allow for the monetary value of a full meal and drink if being supplied by traders (The cost of which must be disclosed and agreed during the quoting process)

7.7. A Ryder with requirements specific to the event will be sent at least two weeks before the event for confirmation. Communication, Security, Sustenance, and any other details will be listed within this.

7.8. Communication radios must be provided for large site working. If these are required the quantity will be specified on the Ryder.

7.9. Where the request of a secure area on site has been made, the area must consist of at least 10m x 10m within the back stage area unless specified.

8. Staging

8.1 Where staging is quoted without prior site visit, ground is assumed to be reasonably (up to a gradient of 40:1 in any given direction) level, without any obvious obstructions that would make access/erection problematic. It is the hirer's responsibility to inform expression events of any terrain/features which will impede erection of stage, and to bear the increased labour cost of any lengthy setup due to features of site not being made know to expression events prior to event date.

8.2 When inflatable covers are to be used, these can only be erected in favourable weather conditions. If the wind speed is in excess of 32mph, the cover cannot be inflated. In this instance, expression events shall not be liable for any consequential delay or cancellation of event. Similarly, if the weather or site conditions prevent deflation/dismantling of stage expression events shall not be responsible or liable in any way for any costs incurred due to to delays in getting offsite.

9. Condition of Returned Equipment

9.1. At the end of the hire, the Customer must return the Equipment to the Owner (fair wear and tear excepted) in the same condition as at the commencement of the hire.

9.2. No marking or labelling of the Equipment is permitted if removal of the same causes any damage. In Particular decking must not be returned with any staples left in it, or low cost "gaffa tape" style tape

around the edges. Expression Events can provide the correct tape for edge marking, at a cost of £5 per roll which can be added to the invoice. If decking is returned with staples still in it, the hirer reserves the right to charge £10 per deck that requires staples to be removed. This also applies to carpet residue left on decks.

10. Consequential Losses

10.1. Nothing in these terms and conditions shall make the Owner liable for any consequential loss to the Customer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability, incompatibility or any breakdown.

11 Payment

11.1. The Customer shall be invoiced for the full amount with payment due on receipt of goods or services. An interest charge of 8% above bank of England base rate APR accrued monthly will be added for invoices more than 60 days late. For some events, the payment must be received as cleared funds by the date of the event.

11.2. A deposit may be required in advance to confirm the booking.

11.3. The deposit is variable and is dependent on the value of the Equipment.

11.4. The deposit will be refunded in full subject to the return of the Equipment in accordance with the above conditions.

11.5. Equipment not returned or available for collection at the agreed end of the hire period may result in additional charges being incurred by the Customer.

11.6. Expression Events reserve the right to cancel any hire agreements including immediate removal of all equipment and services if invoices are outstanding from the client for more than 120 days.

11.7. Failure to return the equipment at the end of the hire period will result in: Additional days the equipment not available to be hired out by expression events being charged a daily hire rate and:

11.8. The hirer indemnifying expression events against any damages costs claims or losses incurred by expression events as a result of the hirer failing to return the equipment at the end of the hire period.

12 Rights Reserved

12.1. Any failure by the Owner to enforce any or all of these conditions shall not be construed as a waiver of any rights hereunder.

12.2. If any of the above terms shall be held to be invalid such invalidation shall not affect the validity of the remainder.

13 Force majeure

13.1 Expression Events cannot be held responsible for failure to supply a product or service where that failure is wholly caused by any event we could not have reasonably foreseen, forestalled or prevented.

14. Cancellation

14.1 Clients have the right to cancel up to two months before an event without payment of invoice, if the cancellation is within two months of the event, 25% of invoice is payable, If within one month of event 50% of invoice is payable, and if event is cancelled with less than two weeks notice, the invoice is payable in full.

15. Termination

15.1 Expression Events may immediately terminate a hire agreement with the hirer without notice to the hirer if any of the following events shall occur:

- . The hirer shall fail to pay the hire charge when it falls due
- . The hirer shall be in breach of any of the conditions of hire
- . The hirer consents to expression events entering any premises to recover the equipment after a hire agreement is terminated.

