

Black Event Furniture Ltd T/A BLACK

Terms and Conditions of Hire

1 DEFINITIONS

- (a) "the Company" means Black Event Furniture Ltd trading as 'Black Event Furniture', 'Black' or such other trading name that they may use.
- (b) "the Hirer" is the firm, company, person or public authority (and their respective successors) named in the Hire Contract who hires the Equipment from the Company. Where two or more persons constitute the Hirer then all obligations entered into by such persons under the Hire Contract shall be joint and several and all words importing the singular shall include the plural.
- (c) "the Equipment" is the Equipment specified or referred to in the Hire Contract.
- (d) "the Hire Rate" means the rate charged for the standard hire period.
- (e) "Hire Charges" means the total amount due to the Company including charges in respect of delivery assembly installation operation or disassembly or collection of the Equipment and the deposit.
- (f) "the Hire Period" means 4 days unless specified differently in the Hire Contract.
- (g) "Hire Contract" means the information appearing on the front of this document, hire details listed on an invoice or on our quotation / order form or within an email and these Terms and Conditions.

3 PAYMENT

- (a) Booking of equipment by 'non account customers' will only be considered confirmed upon receipt of a 25% deposit.
- (b) Payment of the balance will be payable before delivery. Account customers have 30 days from invoice date.
- (c) Invoices will be sent by email. If you require a printed copy posting, we will charge an additional admin fee of £1.00 + VAT per invoice.
- (d) The Hirer shall pay to the Company interest on any monies due to the Company and unpaid seven days after due date at 1% per week.
- (e) The Company reserves the right to vary the Hire Rate in the event of increase in the cost of transport / fuel.

4 NO TITLE TO HIRER

The Equipment is hired by the Company to the Hirer for the Hire Period at the Hire Rate set out in the Hire Contract and the Hirer shall be a mere bailee of the Equipment and no interest or title in the Equipment shall pass to the Hirer. The Agreement is personal to the Hirer and is not capable of assignment nor Sub Hire nor may the Hirer part with possession of the Equipment.

5 THESE TERMS AND CONDITIONS TO PREVAIL

If these Terms and Conditions shall be at variance or inconsistent with any printed conditions attached to the Hirers order then these Terms and Conditions shall prevail.

6 COMMENCEMENT OF THE HIRE PERIOD

The Hire Period shall commence from the time when the Equipment leaves the depot of the Company for delivery to the Hirer.

7 TERMINATION OF HIRE PERIOD

The Hire Period shall determine and the Company shall be entitled to immediate recovery of the Equipment in the following events:

- (a) Expiry of the Hire Period specified in the Hire Contract, or
- (b) immediately upon a breach by the Hirer of these Terms and Conditions, or
- (c) pursuant to condition 9 or Condition 10 hereof, or
- (d) by agreement to be confirmed in writing, or
- (e) in the event of loss or damage of the Equipment, upon such date as the Company agrees to accept from the Hirer the equipment in its then state and condition and compensation in accordance with these Terms and Conditions of Hire, or
- (f) any event at which disorderly behavior threatens the safety of our Staff or Equipment.

8 CANCELLATION

In the event the Hirer cancels for whatever reason the Hirer shall remain responsible for the following charges:-

- (a) If the cancellation is notified more than one month before the commencement of the Hire Period the deposit will be forfeit or if no deposit has been paid, out of pocket expenses incurred by the Company shall be reimbursed.
- (b) If cancellation is notified within one month of the commencement of the Hire Period the Hirer shall be liable for one quarter of the total hire fee.
- (c) If cancellation is notified within 21 days of the commencement of the Hire Period the Hirer shall be liable for one half of the total hire fee.
- (d) If cancellation is notified within 14 days of the commencement of the Hire Period the Hirer shall be liable for three quarters of the total hire fee.
- (e) If cancellation is notified within 7 days of the commencement of the Hire Period the Hirer shall be liable for the whole hire fee as specified in the Hire Contract.

9 DELIVERY OF EQUIPMENT

- (a) Furniture ordered and delivered to site will be charged for. Second and subsequent deliveries to site due to order changes / additions will be charged for with prices being determined on an individual basis.
- (b) The Company shall not be liable to the Hirer for any delay in delivery of the Equipment. If the Equipment is not delivered within 24 hours of the date specified in the Hire Contract the Hirer may by notice in writing to the Company rescind the Hire Contract and recover all monies paid there under.

10 FORCE MAJEURE

The performance of the Company's obligations hereunder is subject to variation or cancellation consequent upon Act of God war strikes riot lock-outs or other labour disturbances fire flood restrictions on the use of transport fuel or power or any other cause beyond the control of the Company. In the event of frustration of the Agreement due to any of the above causes the Contract shall be deemed to be complete and upon written notice by the Company to the Hirer to that effect the Company shall refund to the Hirer any monies received in respect of the Hire Contract less 10% which shall be retained by the Company in respect of its costs and expenses.

11 NOTICE OF ACCIDENTS

If the Equipment is involved in any accident, resulting in injury to persons or damage to property the Hirer will give to the Company immediate notice by telephone, to be confirmed in writing at their earliest convenience.

12 NO PARTING WITH POSSESSION

The hirer shall not sell or offer for sale pledge underlet or assign encumber or otherwise deal or part with possession of the Equipment.

13 INSPECTION

The Hirer shall permit any person authorized by the Company at all reasonable times to enter upon the premises upon which the Equipment is for the time being placed or kept for the purpose of inspecting and examining the condition of the Equipment.

14 ADDRESS AT WHICH EQUIPMENT WILL BE KEPT

The Hirer shall prior to the commencement of the Hire Period inform the Company in writing of the address or addresses at which the equipment is to be stored and used and shall not without the written consent of the Company transfer the Equipment or any part thereof to any other address.

15 EXCLUSION / INDEMNITIES

- (1) Subject only to the provisions of these conditions no statement undertaking warranty or condition express or implied by law trade custom or otherwise shall apply to this agreement.
- (2) The Company shall not be liable for any loss injury or damage whatsoever kind arising directly or indirectly from the hire of the Equipment (except in respect of loss damage or injury which is incapable of exclusion under the terms of the Unfair Contract Terms Act 1977) whether consequential or otherwise and whether or not caused by the negligence of the Company its servants or agents.
- (3) The Hirer shall use the Equipment in a careful and proper manner and shall indemnify the Company:
 - (a) Against all loss suffered by the Company in consequence of the destruction loss theft or damage of or to the Equipment prior to the Equipment being returned to the Company and it is hereby agreed that if the Equipment or any part thereof is in the Company's opinion lost or damaged beyond repair the loss to the Company shall be the cost of buying new the same or a comparable item of equipment irrespective of the age of Equipment so lost or damaged.
 - (b) In respect of all actions costs charges claims demands proceedings or penalties made or brought against the Company by any third party in respect of alleged injury loss or damage or expense arising out of or in connection with the use by the Hirer or any person authorized by the Hirer of the Equipment.
 - (c) In respect of loss caused to the Company by cancellation of the Hire Contract by the Hirer whether before or after the commencement of the Hire Period. In particular Hire Charges shall be continued at the Hire Rate until settlement has been effected.

16 RETURN OF ITEMS / MISSING ITEMS / DAMAGE

(In addition to section 15, (3),(a))

- (a) Equipment collected by the Hirer from our offices or premises must be returned at the end of the Hire Period, as set out in the Hire Contract. Each additional day or part thereof will be charged at the appropriate daily rate.
- (b) Items missing on collection from site will be charged for at their current cost of replacement. Items returned within 4 weeks will be credited, however, the additional hire period will be charged for. After 4 weeks, items returned will not be credited.
- (c) Banquet chairs are not intended for outdoor use. Each and every chair left outside that subsequently gets rained upon or damaged through rising water will be charged for at our full strip and repair rate of £9.50 + VAT. The chairs remain the responsibility of the Hirer until collected and no excuses will be accepted.
- (d) Broken chairs / furniture will be charged for at the full cost of replacement.

17 COMPANY'S RIGHT TO DETERMINE

- (a) If the Hirer shall fail to observe or perform any of the Terms and Conditions of Hire hereof whether express or implied the Company may without prejudice to its rights and remedies hereunder by notice in writing to the Hirer sent to their address as set out in the Hire Contract determine this Agreement and upon such notice being so sent this Agreement and the hiring thereby constituted shall for all purposes determine and thereafter the Hirer shall no longer be in possession of the Equipment with the Company's consent.
- (b) If the Hirer shall commit an act of bankruptcy or have a receiver appointed or shall make any arrangement or assignment with or for the benefit of their creditors or if any resolution is passed for the winding up the Hirer (if a company) save for the purpose of reconstruction or amalgamation this agreement shall automatically and without notice determine and thereupon the Hirer shall cease to be in possession of the Equipment with the Company's consent.

18 COMPANY'S RIGHT TO TERMINATION

- (a) Upon termination of this Agreement pursuant to clause 16 hereof the Company shall be entitled without notice to take possession of the Equipment and without prejudice to its other rights and remedies hereunder and for that purpose by itself its servants or agents enter upon any land or premises on or in which the Equipment is believed by the Company to be situated and the Hirer hereby authorizes the Company to enter upon its said land for this purpose.
- (b) No relaxation forbearance delay waiver of breach or indulgence by the Company in enforcing any of the Terms and Conditions of this Agreement whether express or implied shall prejudice affect or restrict the rights and powers of the Company hereunder.

19 PROVISIONS OF LABOUR AND SERVICES BY THE COMPANY

- (a) If the Company is required to provide additional staff in connection with installation or delivery of the Equipment extra charges will be added. The Hire Charges are calculated on the basis that vehicular access to the venue / marquee is available and that all relevant information has been supplied by the Hirer and that nothing unforeseen becomes apparent on delivery or installation or use of the Equipment
- (b) The Hire Charge does not include any making good or repair of damage to the Site