



## Terms and Conditions

**General** - The 'Company' is Triology Events. The 'Hirer' is any person or company who hires or has agreed to hire Goods/Services from the Company. 'Goods' means goods provided by the Company in accordance with the Company's standard Terms and Conditions of hire. "Services" means any level of service provided in setting up, de-rigging and utilising equipment. These Terms and Conditions of Hire/Services supersede any previous Terms and Conditions. Any waiver by the Company of these Terms and Conditions of Hire on any occasion shall merely act as a waiver on that occasion, and shall not affect the Company's right to enforce any of these Terms and Conditions on any further occasion. No terms and conditions stipulated by the Hirer shall have effect unless agreed in writing from the Company.

2. **Acceptance of Conditions** - The customer's acceptance of equipment/services on hire implies acceptance of our Conditions of Hire as given below.

3. **Retention of Title** - All goods remain the absolute property of Triology Events. (Hereinafter called the Company), and the customer undertakes not to sell, offer to sell, assign, mortgage, charge, pledge or underlet, lend or otherwise deal with the equipment; nor allow any loan to be created on the equipment.

4. **Application of Conditions** - The Company shall not be bound by any conditions of business of the Customer unless; the Company expressly accepts such conditions, by a statement made in writing, and signed by an officer of the Company. Where there is any variance between the Customer's conditions and the Company's conditions, then the Company's conditions shall prevail.

5. **Limit of Liability for Defect or Failure** - The Company's liability in respect of any defect or failure of the equipment supplied on hire is limited only to making good such defect or failure by repair or replacement of the equipment at the Company's option.

6. **Insurance to Cover Loss or Damage** - The Customer assumes complete responsibility for loss of or damage to the hire equipment (other than fair wear and tear) from the time the equipment leaves the Company's premises, until it is returned to it. To this end, it is a condition of hire that the customer will arrange insurance cover to provide for the risks of; Theft, Fire, Accidental Damage, Personal Injury & Public Liability, and in addition the Customer will indemnify the Company against any and all claims for the said risks.

7. **Hire Charges - Period of Hire** - The hire charge for the equipment commences from the time that the equipment leaves the Company's premises, and continues until the equipment is returned to the Company!

8. **Hire Charges - Late or Incomplete Returns** - In the event of the equipment not being returned to the Company on time at the end of the hire period, unless by prior arrangement with the Company, then the hire charge will continue to be levied at the DAILY RATE of £25 until such time as the equipment is returned complete to the Company's premises. (In the

event of the goods being returned incomplete, the company reserves the right to invoice the Customer for the missing item(s) in full.

**9. Hire Charges - Lost, Theft or Damaged Equipment** - In the event of loss or theft of the hire equipment the Company will invoice the Customer in full for replacement of the equipment or equivalent market value to that day. In the event of damage to the equipment, the company will, at its option, invoice the Customer in full for the repairs to, or the replacement of the equipment.

**10. Currency, VAT, Prices and Charges** - All hire charges are shown in £'s sterling. We reserve the right at any time, to alter prices without notification. Prices shown do not include delivery or set up charges, but these will be quoted extra and carried out by arrangement.

**11. Equipment Identification** - On no account may any serial number plates, manufacturer nameplates, or any other identification marks, be removed, covered, or defaced.

**12. Payment for Hire/Services** - Customers will be required to pay the hire/service charges at 50% of total invoice upon agreement of contract (non returnable) and the remainder (inclusive of any extras if required by customer) within 14 prior to the completion of the Customers event. Before the hiring commences (i.e. collection/delivery of the goods), the company shall be required to provide an official order or an invoice for the total cost. If the hire equipment is to be collected by the customer, the customer shall provide such proof of identity at the time of collection.

**13. Overdue Accounts** - The Company may at its option, in the case of outstanding debts which have become overdue, refuse to supply further goods on hire until such time as outstanding invoices are paid, for the purpose of this clause any remittance received will be applied to the outstanding invoices in age order (oldest first). The Company may at its option withdraw account facilities, where invoices are not paid within 30 days of date of invoice.

**14. Cancellation** - In the event of cancellation of a hire/service booking within 28 days prior to the start of the period of hire/booking, 50% of the total charge will be levied, if the cancellation is within 7 working days of the first day of hire/service booking, 100% of the hire/service charge will be payable by the customer. If our event team or delivery driver arrives on site to find the event cancelled, then the Customer shall pay the full hire charge including carriage.

**15. Amendments of These Terms Of Hire** - No amendments to these conditions of hire will be allowed or recognised unless given in writing by the Company at the request of the Customer and duly signed by an officer of the Company.

**16. Discounts** - All discounts offered by the Company are for settlement by the date shown upon the invoice. In the event of late settlement of the invoice any such discount will be disallowed and if necessary an additional invoice will be raised to recharge the sum due.

17. **Overdue Invoices, Amendment To Charges (Reversion to Daily Rate)** - The Company may at its discretion, in the case of overdue invoices for equipment on hire, revert all charges to the DAILY RATE of £25.

18. **Errors and Descriptions** - Every effort will be made by the Company to ensure accuracy of any technical data or literature made available in relation to the Goods. The Company accepts no liability for any damage or injury arising from any errors or omissions in such technical data to the Hirer or any third party. No contract can be invalidated due to printing or clerical errors. Any descriptions of Goods are for guidance only and shall not constitute the contract 'safe by description'.

19. **Termination of Liability** - The Company shall be relieved of all liability for obligations incurred to the Hirer and any other third party. Wherever, and to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any national or foreign government department, council or other duly constituted authority or by reason of any strikes, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond the control of the Company. Including but not limited to causes arising from acts omissions of the Hirer.

20. **Law** - English Law in the Courts of England governs this contract.

I have read and understood the Terms and Conditions above.

Signed:

Print Name:

Date: