

Terms and Conditions of dry hire

Definitions

- The quote - The written specification detailing the services and equipment with costings that will be supplied for "The Event".
- The Company - JLL Computers LTD, 10 Forest View Road, East Grinstead, West Sussex, RH19 4AR, Tel: 01342 612642, Registered in England & Wales. Company no. 11969580.
- The Hirer – The individual, company or organisation who is named in the quotation and/or has contracted the services of the company.
- The Contract - The agreement entered into between The Company and The Client/Hirer.
- The Equipment – All equipment provided by the company including accessories along with any other items or services included or implied whether specified or not.
- Services - All services provided by The Company as part of The Contract.
- The Event – The time and/or place where The Equipment and/or Services of The Company are required.

1. General

- 1.1.** Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2.** JLL Computers LTD agrees to let, and the Hirer agrees to take on the hire of the Equipment described in the Schedule attached and subject to the Terms and Conditions set out below.
- 1.3.** Hirer must be over the age of 18 on the first day of the hire period.
- 1.4.** You may need to provide up to two forms of identification, one being a photo ID (passport, driving license etc). You will be made aware of this in the quote provided. JLL Computers LTD uses Stripe Identity for verification.

2. Prices/ Payment

- 2.1.** The prices for the service provided are set out in our quotation & invoices. Our terms of payment are a 25% non-refundable deposit upon booking, and full payment 14 days prior to the hire unless other terms are agreed in writing. Deposits are non-refundable except within 7 days as set out in the terms "7. Your right to cancel".
- 2.2.** Where the Hirer is a private individual, payment of a security deposit may be taken at the commencement of the hire period. You will be made aware of this in the quote provided.
- 2.3.** Payments can be made to JLL Computers LTD by Credit or Debit Card via our website or by bank transfer. For account customers, a valid Purchase Order Reference must be provided. No equipment will be dispatched until payment has been authorised by the relevant financial institution or an approved Purchase Order reference provided.
- 2.4.** In the event the hirer must pay by cash, a security deposit up to the total RRP value of the goods hired will be taken.
- 2.5.** We endeavour to ensure that the prices displayed are correct; however, we reserve the right to validate/update prices before we process your order. In these instances, if this impacts your order, we will contact you to advise you. All prices are stated in GBP.
- 2.6.** The time stipulated for payment shall be of the essence of the agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 2.7.** We shall be entitled to charge "Statutory Interest" on late commercial payments from the date when payment becomes due from the day until the date of payment is settled. This will be at a rate of 8.00% plus the current Bank of England Base Rate for business-to-business transactions. In addition, we will also charge a fixed sum for the cost of recovering a late commercial payment. These amounts are set by late payment legislation.
- 2.8.** All invoices shall be paid without deduction. In the event of an error or query on the invoice, payments shall be made to JLL Computers LTD for the whole amount claimed

Terms and Conditions of dry hire

less the amount queried or in error.

3. **Risk**

- 3.1. It is The Hirer's legal responsibility to comply with and ensure that current Health & Safety regulations are in place and any place of performance is fit for the use intended. A safe electrical supply must be provided.
- 3.2. The Hirer assumes full responsibility for The Equipment from the time of delivery, the duration of The Contract and such time until The Equipment has been collected. The Hirer assumes responsibility for providing suitable and adequate security arrangements for the safekeeping of the equipment during the hire. The Hirer must take all necessary steps(at its own expense) to retain possession and control of the equipment and in the event of losing possession or control shall take all necessary steps to recover the equipment.
- 3.3. The Hirer shall take all reasonable proper care of the Equipment and keep the same in good and serviceable condition (reasonable fair wear and tear excepted) and shall indemnify JLL Computers LTD against loss of or damage to the Equipment howsoever caused and shall give JLL Computers LTD immediate notice of any such damage. The Hirer shall not make or permit to be made any alterations, modifications or additions to the Equipment and shall not carry out any repairs or authorise the carrying out of any repairs to the Equipment by a third party without JLL Computers LTD's prior written consent.
- 3.4. Plugs, sockets and connectors must not be removed from any equipment. JLL Computers LTD supply a range of adaptors to suit all requirements that The Hirer must ask for if needed. Any item returned where a plug, socket or connector has been removed or tampered with will be subject to an additional charge to The Hirer.
- 3.5. It is a condition of hire that The Hirer has/takes out adequate insurance to cover the equipment hired and JLL Computers LTD reserves the right to see evidence that The Equipment is covered by a suitable policy, prior to checking out the equipment. JLL Computers LTD reserves the right at its discretion to charge the Hirer for any equipment that is lost, stolen or damaged whether or not this is covered by the policy taken out by The Hirer. However, this does not reduce the liability of The Hirer for any uninsured losses. The Hirer remains liable at all times for any loss, theft or damage to The Equipment by any persons other than representatives of JLL Computers LTD.
- 3.6. The Hirer is responsible for the conduct of all persons attending the event whether those persons are invited or not. JLL Computers LTD does not take any responsibility for controlling rowdy behaviour or ejecting unwanted persons from the venue. JLL Computers LTD and its sub-contractors have the right to perform in a safe environment. We reserve the right to terminate the performance should any physical/verbal abuse, or intimidating actions be made to the team. Under these circumstances, no refund will be given.
- 3.7. It is the responsibility of the Hirer to ensure that all the information passed to The Company is accurate. Where inaccuracies cause a delay or result in systems being unsuitable for The Event, The Company accepts no liability for any losses.
- 3.8. The Hirer agrees to indemnify and keep indemnified JLL Computers LTD, against all liabilities, actions, claims, damages, costs and demands suffered or incurred by JLL Computers LTD, as a result of a claim made by a third party arising out of the state, condition or use of the Equipment or in any way out of its hiring hereunder.
- 3.9. The Hirer shall ensure that the Equipment is operated in a skillful and proper manner by persons competent to operate the same and in all respects in accordance with all instructions and any operations manual provided by JLL Computers LTD for the use of the Equipment and shall ensure that such directions and instructions are fully understood and will be observed by all persons operating the Equipment.

4. **Commencement & Termination**

- 4.1. JLL Computers LTD may terminate this Agreement forthwith by giving written notice to the Hirer and re-take possession of the Equipment in the event of:
 - 4.1.1. Any material breach of this Agreement by the Hirer which has not been immediately remedied (if capable of remedy) following a written demand by

Terms and Conditions of dry hire

JLL Computers LTD.

- 4.1.2. If any order is made, proceedings are commenced or a resolution is passed, for the liquidation or winding-up of the Hirer.
- 4.1.3. If distress or execution is levied against any property of the Hirer.
- 4.1.4. If a liquidator or receiver or administrator is appointed in respect of the undertaking or any property or assets of the Hirer.
- 4.1.5. If the Hirer ceases or threatens to cease to carry on its business or is unable to pay its debts as they fall due or enters into any arrangements with creditors generally.
- 4.1.6. If JLL Computers LTD reasonably believes that its rights in the Equipment are in jeopardy.
- 4.2. If JLL Computers LTD has supplied Equipment on negotiated terms for a Hire period, JLL Computers LTD shall, unless otherwise agreed, be entitled to payment of all rentals due up to the end of the agreed hire period notwithstanding the earlier return of the Equipment to JLL Computers LTD.
- 4.3. Should the company consider that the hirer is using the equipment inappropriately, illegally or unsafely then we reserve the right to terminate any contract of hire at any time, and the customer will remain liable for the value of the hire.

5. Ownership of the Equipment

- 5.1. Ownership in the Equipment shall never pass to the Hirer and the Hirer's interest in the Equipment shall only be and remain that of Hirer.
- 5.2. The Equipment shall remain the personal moveable property and shall continue in the ownership of JLL Computers LTD notwithstanding that the same may have been affixed to any land or building. The Hirer shall be responsible for any damage caused to any such land or building by the affixing to or removal therefrom of the Equipment (whether the same be effected by JLL Computers LTD or the Hirer) and shall indemnify JLL Computers LTD against any such claim made in respect of such damage.
- 5.3. The Hirer shall agree not to sell, offer for sale, assign, mortgage, charge or sublet the Equipment or this Agreement or the letting hereunder, nor hold itself out as the owner of the Equipment and shall not create or allow to be created, any lien or other encumbrance on the Equipment.
- 5.4. The Hirer shall affix to and maintain upon the Equipment such plates or identification marks, as JLL Computers LTD shall require, showing that the Equipment is the property of JLL Computers LTD.
- 5.5. The Hirer shall not cause or permit the Equipment to be removed from the Hirers possession without the prior written consent of JLL Computers LTD.
- 5.6. The Hirer shall assume the entire risk of damage to or loss of the Equipment or any part thereof. Insurance of the equipment is the responsibility of the Hirer whilst on hire to the Hirer.
- 5.7. JLL Computers LTD or its authorised representatives may enter at all times during normal business hours, at any premises to inspect the Equipment and, upon termination, to repossess the Equipment.
- 5.8. The Hirer agrees to indemnify and keep indemnified JLL Computers LTD, against all liabilities, actions, claims, damages, costs and demands suffered or incurred by JLL Computers LTD, as a result of a claim made by a third party arising out of the state, condition or use of the Equipment or in any way out of its hiring hereunder.
- 5.9. On termination of this Agreement for whatever reason, the Hirer shall immediately return the Equipment or make the same available for collection by JLL Computers LTD and shall grant JLL Computers LTD all necessary access to repossess the same.
- 5.10. The equipment may be fitted with a tracking device if deemed necessary by JLL Computers LTD.

6. Delivery

- 6.1. The Hirer shall unless otherwise agreed with JLL Computers LTD, be responsible for the collection and return of the Equipment from and to JLL Computers LTD's

Terms and Conditions of dry hire

premises.

- 6.2. JLL Computers LTD will at the request of the Hirer, procure delivery of the Equipment to the hirer's premises or venue, subject to payment by the hirer of JLL Computers LTD's charges for delivery.
- 6.3. JLL Computers LTD will use all reasonable endeavours to make the Equipment available on the date required by the Hirer but shall not be liable for any costs or claims arising as a result of a delay.
- 6.4. JLL Computers LTD will either repair or replace, in each case at no charge to the Hirer, any Equipment which is found by JLL Computers LTD to be defective or not capable of obtaining any published specification as a result of faulty design, manufacture or workmanship. The Hirer shall give JLL Computers LTD written notice of any claim made hereunder, as soon as reasonably practicable and in any event within twenty-four hours after the alleged defect has come to the Hirer's knowledge. It is expressly agreed between the parties that JLL Computers LTD may be absolved from all liability under this condition if the Equipment has been modified in any way by the Hirer or if it has been used for any purpose or in any manner other than that for which it was designed or if it has in any way otherwise been misused.
- 6.5. JLL Computers LTD does not accept responsibility for any consequential, indirect or economic loss or damage howsoever arising except to the extent that the same is attributable to negligence on the part of JLL Computers LTD or its employees.

7. **Right to Cancel**

- 7.1. We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed unless you are within 7 days of your event. If you request cancellation at a later date, then unless we are in breach of contract, the following applies as a contribution towards any losses or costs we suffer as a result of the cancellation.
 - 7.1.1. Cancellations made over 30 days before your event will be subject to a 25% fee of the total hire (taken from your deposit/booking fee).
 - 7.1.2. Cancellations made from 14-29 days before your event will be subject to a 50% fee of the total hire.
 - 7.1.3. Cancellations made less than 14 days before your event will be subject to a 100% fee of the total hire.
 - 7.1.4. Events that cancel at any time during the hire due to any reason will be subject to a 100% fee of the total hire. (This includes transportation and preparation times)
- 7.2. Upon the termination of this Agreement before the end of the Hire period, the Hirer shall pay to JLL Computers LTD on demand the aggregate of:
 - 7.2.1. All rentals and other sums due or in arrears at the date of termination under this Agreement.
 - 7.2.2. All costs (including legal costs) incurred as a result of a breach of this Agreement including repossession and restoring the Equipment to its proper condition.
 - 7.2.3. As agreed damages, a sum equal to the aggregate rentals that would have become due hereunder during the Minimum Period had this Agreement not been terminated, less a discount for accelerated payment of 3% per annum compounded on (and at the frequency of) each rental payment outstanding.
- 7.3. We reserve the right to cancel this Agreement if your location is outside our service area.

8. **Force Majeure**

- 8.1. If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 8.2. For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter

Terms and Conditions of dry hire

alia including, but not limited to the following:

- 8.2.1.** Strikes, lockouts or other industrial action;
- 8.2.2.** Civil commotion, riot, invasion, war threat or preparation for war;
- 8.2.3.** Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- 8.2.4.** Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- 8.2.5.** Political interference with normal operations.

9. Invalidity

- 9.1.** If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

10. Liability

- 10.1.** Except for death or personal injury caused by our negligent acts or omissions, we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 10.2.** You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 10.3.** Where we need to carry out work on your premises (or those hired for the event) and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system (or those of the venue) which occur due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 10.4.** JLL Computers LTD accepts no responsibility for equipment that does not work when used in conjunction with equipment belonging to others or any other resources The Hirer may use (such as power supplies).
- 10.5.** The hirer should make the company aware of the equipment's intended use so the company can best advise suitable equipment & protection if needed. If this information is not supplied or is incorrect, any environmental damage to the equipment or unsuitability of the equipment supplied will be at the fault of the hirer and they will be liable for additional costs incurred.
- 10.6.** Nothing in this Agreement shall exclude or limit JLL Computers LTD.'s liability for death or personal injury resulting from JLL Computers LTD.'s negligence or that of its employees, agents or sub-contractors.
- 10.7.** Event Licencing. The hirer is solely responsible for obtaining any license required to operate the event where JLL Computers LTD equipment is being used. This includes TENs or premises license, PRS/ PPL/Royalties licencing required to show the film and/or music. Should JLL Computers LTD discover an event does not have the necessary licencing, equipment will be removed off-site and all hire fees's lost.

11. Governing Law

- 11.1.** All Hire of equipment shall be governed by and interpreted in accordance with the laws of England and the parties submitted to the jurisdiction of the English Courts, but JLL Computers LTD may enforce any such Hire of equipment in any court of competent jurisdiction.
- 11.2.** In the event of a dispute or difference arising from these conditions or the interpretation thereof or otherwise arising from the Hire of the equipment under these conditions, such dispute or differences shall be referred to arbitration by a single arbitrator mutually agreed between the parties or failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950, and by application of the law of England.

12. Entire Agreement



Terms and Conditions of dry hire

- 12.1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.
- 12.2. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
- 12.3. We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

13. Customer Service

- 13.1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone using the address and telephone number set out below.
- 13.2. If you are unhappy with any aspect of our service, please contact JLL Computers LTD on 01342 612642. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

JLL Computers LTD
01342 612642
contact@jll-computers.co.uk