

CVS INTERNATIONAL TERMS AND CONDITIONS OF HIRE

1. Interpretation

1.1 In these conditions the following words have the following meanings:

"Charges"	means the Deposit, Rental and/or any charges for any Services;
"Contract"	means a contract which incorporates these conditions and made between the Customer and the Supplier for Hire;
"Confidential Information"	means in relation to each party, information relating to the business activities of the other party, including without limitation any and all information relating to customers, suppliers, ideas, strategies, concepts, methodologies, inventions, processes, products, software, programs, source code and other matters for the time being owned by or in the possession and/or control of the other party from time to time;
"Customer"	means the firm, company or other organisation Hiring Equipment and/or to whom the Supplier is providing Services;
"Deposit"	means any advance payment required by the Supplier in relation to the Hire and/or Services which is to be held as security by the Supplier;
"Equipment"	means any audio visual and/or associated equipment and/or any other equipment as agreed between the parties from time to time together with any accessories specified in a Contract which are Hired to the Customer at the Location;
"Force Majeure"	means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractor delays, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
"Hire"	means either or both of Plain Hire and/or Serviced Hire and "Hiring" and "Hired" shall be construed accordingly;
"Hire Period"	means the period commencing when the Customer takes possession of the Equipment or when the Equipment arrives at the Location (whichever occurs first) (including Saturdays, Sundays and Public Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Equipment by the Customer into the Supplier's possession; or (ii) the physical repossession or collection or removal of the Equipment from the Location by the Supplier;
"Location"	means any location at which the Equipment is to be used;
"Liability"	means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
"Plain Hire"	means the hire of Equipment by the Supplier to the Customer without the provision of any Services (other than the delivery and/or collection of the Equipment if applicable);
"Rental"	means the Supplier's then current charges for the Hire from time to time during the Hire Period;
"Serviced Hire"	means the hire of Equipment by the Supplier to the Customer in conjunction with the provision of Services by the Supplier to the Customer (over and above mere delivery and/or collection of Equipment by the Supplier), e.g. setting up and/or operating the Equipment;
"Supplier"	means [CVS International] and including but not limited to its employees, servants, agents and/or duly authorised representatives;
"Services"	means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the Hire including but not limited to any delivery and/or collection service for the Equipment and/or the provision of conference services and/or operating the Equipment.

2. Basis of Contract

2.1 Equipment is Hired subject to it being available for Hire to the Customer at the time required by the Customer. The Supplier shall not be liable for any loss suffered by the Customer as a result of the Equipment being unavailable for Hire where the Equipment is unavailable due to circumstances beyond the Supplier's control.

2.2 Where Hire is to a Customer who is an individual and the Hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly, the Hire is not covered by the Consumer Credit Act 1974.

3. Payment

3.1 The Charges shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required, it must be paid at the time of the Customer entering into the Contract or as otherwise agreed. The Supplier may also require payment of all or part of the Rental in advance.

3.2 Unless stated in the Contract, the amount of any Deposit (less the amount of any liability of the Customer to the Supplier) is refundable to the Customer at the end of the Hire.

3.3 The Supplier's Charges are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.4 Payment in full by the Customer on time and in the manner agreed under the Contract is an essential condition of the Contract.

3.5 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/deed) on the amount unpaid at the rate implied by law or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

3.6 Any monies received by the Supplier from the Customer may be applied by the Supplier at its option against any additional administrative costs and interest charged as a result of the Customer failing to make any payment in full on the due date, prior to applying the monies in any order against any principal sums due from the Customer.

3.7 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.8 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for Hire and/or Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

4. Risk Ownership and Insurance

4.1 Subject to clause 4.2 below, risk in the Equipment will pass immediately to the Customer when the Equipment is delivered by the Supplier to the Location or is collected by the Customer. Risk in the Equipment will not pass back to the Supplier from the Customer until the Supplier collects the Equipment from the Location and/or the Equipment is back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

4.2 Risk in any Equipment that is hired to the Customer under a Serviced Hire will pass immediately to the Customer when the Equipment is delivered by the Supplier to the Location at which the Services are to be performed. Risk in the Equipment will not pass back to the Supplier from the Customer until the Supplier collects the Equipment from the Location and/or the Equipment is back in the physical possession of the Supplier except that risk will be with the Supplier to the extent that the Equipment is lost, stolen and/or damaged as a direct result of the Supplier's fault and/or negligence.

4.3 Ownership of the Equipment remains at all times with the Supplier. The Customer has no right, title or interest in the Equipment except it is Hired to the Customer.

4.4 The Customer must not deal with the ownership and/or any interest in the Equipment including but not limited to selling, hiring, assigning and/or lending.

4.5 The Supplier may require as a condition to the Hire, that the Customer arranges and maintains adequate insurance for the Equipment and enters into a separate insurance agreement for the Equipment.

5. Delivery, Collection and Services

5.1 If the Supplier agrees to deliver and/or collect Equipment, it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

5.2 The Customer will allow and/or procure sufficient access to and from the Location and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

5.3 If any Services are delayed, postponed and/or are cancelled at the Customer's request or as a result of the Customer failing to comply with its obligations then the Customer shall pay to the Supplier all costs and expenses of the Supplier incurred as a result including but not limited to any additional payments to the Supplier's employees, sub-contractors and/or agents, reasonable charges for storage, transportation and any non-refundable expenses incurred by the Supplier. In addition, the Customer shall be obliged to pay for the Services as if performance had not been delayed, postponed and/or cancelled.

6. Care of Equipment

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Equipment, its working mechanisms or any other parts of it;

6.1.2 take reasonable care of the Equipment including but not limited to ensuring that Equipment is returned to the Supplier free of any virus or other harmful computer code (where appropriate);

6.1.3 only use the Equipment for its proper purpose in a safe and correct manner and in accordance with any operating and/or safety instructions provided or supplied to the Customer;

6.1.4 ensure that only competent individuals are permitted to use the Equipment;



- 6.1.5 notify the Supplier (and where appropriate the Police) immediately of any breakdown, theft, loss and/or damage to the Equipment and co-operate fully with any Police enquiry and keep the Supplier fully up to date with the enquiry and all information provided by the Police;
- 6.1.6 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks including but not limited to ensuring that Equipment is not left unattended or in an unsecure area;
- 6.1.7 notify the Supplier of any change of the Customer's address and upon the Supplier's request provide details of the location of the Equipment;
- 6.1.8 keep the Equipment at all times in its possession and control;
- 6.1.9 not continue to use Equipment where it has been damaged and/or has broken down;
- 6.1.10 notify the Supplier immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person; and
- 6.1.11 where the Equipment requires electricity ensure that a proper and appropriate supply for the Equipment is used and that, where appropriate, the Equipment is properly installed by a qualified and competent person.
- 6.2 The Equipment must be returned by the Customer in good working order and condition (fair wear and tear excepted) together with all documents relating to the Equipment.
- 7. Breakdown and Non-Functioning Equipment**
- 7.1 The Customer shall remain liable to pay the Rental for any period that the Equipment is faulty and/or non functioning provided the Supplier uses its reasonable efforts to repair and/or replace as it considers necessary any faulty and/or non-functioning Equipment as soon as reasonably practicable.
- 7.2 The Customer will be responsible for all expenses, loss (including loss of Rental) and the cost of all repairs and services necessary to Equipment during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out Services and routine maintenance.
- 7.3 The Customer must not repair or attempt to repair the Equipment without the written authorisation of the Supplier.
- 8. Loss or Damage to the Equipment**
- 8.1 The Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire and/or to pay the Supplier the replacement cost of any Equipment which is lost, stolen and/or damaged beyond economic repair whilst the Equipment is at the risk of the Customer except where:-
- 8.1.1 the repair and/or cleaning is required as a result of fair wear and tear; and/or
- 8.1.2 the relevant events occurred while the Equipment was at the risk of the Supplier; and the Customer shall be liable to continue paying the Rental until the repair and/or cleaning has been completed and/or until the Supplier has received the funds to purchase a replacement for such Equipment (as appropriate).
- 8.2 The Supplier shall use its reasonable commercial endeavours to repair and/or clean the Equipment and/or purchase replacements for such Equipment as quickly as possible using any monies paid under clauses 8.1 above and 8.3 and 8.4 below.
- 8.3 If the Equipment is to be replaced at the cost of the Customer in accordance with clause 8.1 above, the Customer will pay to the Supplier the replacement cost for the Equipment on a new for old basis.
- 8.4 Where the Customer has taken out and paid for specific insurance cover for the Equipment through the Supplier, the Customer will be liable to pay the replacement cost for the Equipment in accordance with clause 8.3 above less the amount actually paid to the Supplier under such policy of insurance.
- 9. Termination**
- 9.1 If the Hire Period has a fixed duration, subject to the provisions of Section 13, neither the Customer nor the Supplier shall be entitled to terminate the Hire before the expiry of that fixed period unless agreed with the other party.
- 9.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Hire upon giving to the other party any agreed or specified period of notice.
- 9.3 If no period of notice has been agreed or specified:
- 9.3.1 the Customer may terminate the Hire by the physical return of the Equipment to the Supplier; or
- 9.3.2 either party shall be entitled to terminate the Hire by giving not less than 7 days' written notice to the other party.
- 10. Cancellation**
- 10.1 This agreement shall come into force on the date when the confirmation is received by the Company or such other commencement date as may be agreed and shall continue for an agreed term from that date, subject to the provisions of this clause 10.
- 10.2 If the Customer wishes to cancel the event, they may do so at any time by written notice to the Company provided that:
- 10.2.1 Under no circumstances will the deposit be returnable
- 10.2.2 If cancellation notice is received by the Company more than 21 days before the start date of the event, 25% of the total price payable shall become immediately due and payable to the extent that the same has not already been received by the Company.
- 10.2.3 If the cancellation notice is received by the Company less than 21 days but greater than 7 days before the start of the event, 50% of the total price payable shall become immediately due and payable to the extent that the same has not already been received by the Company.
- 10.2.4 If the cancellation notice is received by the Company less than 7 days before the start of the event, the balance of the total price payable shall become immediately due and payable to the extent that the same has not already been received by the Company.
- 10.2.5 Any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the event shall be paid by the Customer on demand.
- 10.3 If the Customer cancels the Hire other than in accordance with the time limits in clause 10.1 above, the Customer shall be liable to pay the Charges as if the Hire had not been cancelled.
- 11. Confidential Information and Intellectual Property**
- 11.1 Subject to clause 11.2 below, each party agrees with the other that it will keep all Confidential Information regarding the other party which may be disclosed to it or which it may learn, confidential and not disclose or use such information except where such information is public knowledge or is required to be disclosed by law.
- 11.2 The Customer shall ensure that it complies with the requirements of all Data Protection legislation in force from time to time and shall not place the Supplier in breach of such legislation. The Customer shall ensure that its Confidential Information and any personal data is deleted from any Equipment that has been Hired to the Customer prior to returning the Equipment to the Supplier or prior to the Equipment being collected by the Supplier. The Supplier shall have no liability to the Customer for any breach of any duty of confidentiality and/or of clause 11.1 above, if the Customer fails to comply with this clause 11.2 and also the Supplier shall be entitled to delete such Confidential Information and/or personal data from the Equipment.
- 11.3 All intellectual property rights in Equipment and in any drawings, diagrams, software, staging and/or any other materials used by the Supplier in the provision of Services, are owned by the Supplier or a third party absolutely and the Customer shall only use them for the specific purpose of utilising the Equipment.
- 12. Requirements**
- 12.1 The quantity, quality, description and/or requirements for Equipment and/or Services shall be that set out in the Supplier's quotation (if agreed by the Customer) except that the Supplier shall be entitled to provide alternative equipment for Hire if the use of such equipment will not materially adversely affect the Customer.
- 12.2 The Customer is responsible for checking the quotation and satisfying itself that any details given are accurate and adequate.
- 12.3 The Customer warrants and represents to the Supplier that the Customer has obtained all necessary licences, consents and permissions to allow the Supplier to use any and all equipment, presentations, visuals, sound recordings, designs and/or other materials supplied by or on behalf of the Customer to the Supplier and that the Supplier's use of the same shall not infringe any third party intellectual property rights.
- 12.4 The Supplier shall have no Liability for errors and/or omissions in any requirements and/or details supplied by the Customer and the Customer is solely responsible for their accuracy.
- 12.5 The Customer agrees to indemnify and keep indemnified the Supplier against any and all claims, losses, expenses, proceedings, actions, awards, liabilities, costs (including costs on a full indemnity basis and administration costs) and any other losses and/or liabilities arising out of the Supplier's use of materials, equipment, presentations, designs, visuals, sound recordings, details and/or drawings supplied by the Customer, including but not limited to any loss suffered as a result of any infringement and/or alleged infringement of a third party's intellectual property rights.
- 13. Default**
- 13.1 If the Customer:-
- 13.1.1 fails to make any payment to the Supplier when due;
- 13.1.2 breaches the terms of the Contract (and where the breach is capable of remedy has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied);
- 13.1.3 persistently breaches the terms of the Contract;
- 13.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
- 13.1.5 pledges, charges or creates any form of security over any Equipment, ceases or threatens to cease to carry on business, is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent or has a moratorium declared in respect of any of its indebtedness;
- 13.1.6 takes any step or steps are taken by another party (including without limitation, the making of an application, legal proceedings, any corporate action or the giving of any notice) in relation to or with a view to:-

- 13.1.6.1 a moratorium of any indebtedness, winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer; or
- 13.1.6.2 the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or other similar officer (in each case, whether out of court or otherwise) to any part of the Customer's undertaking or its assets, a composition, assignment or arrangement with any of the Customer's creditors, any distress/diligence, execution or other legal process being levied on any property of the Customer or, any person presenting a petition or an application for the Customer's winding-up, administration (whether out of court or otherwise) or dissolution; or
- 13.1.6.3 any analogous procedure or step is taken in any jurisdiction;
- 13.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
- 13.1.8 appears reasonably to the Supplier to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 13.2 below.
- 13.2 If any of the events set out in clause 13.1 above occurs in relation to the Customer then:-
- 13.2.1 the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Equipment owned by the Supplier may be and repossess any Equipment;
- 13.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
- 13.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
- 13.2.4 all monies owed by the Customer to the Supplier shall immediately become due and payable.
- 13.3 Any repossession of Equipment shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Equipment.
- 13.4 Upon termination of the Contract the Customer shall immediately:
- 13.4.1 return the Equipment to the Supplier or make the Equipment available for collection by the Supplier as requested by the Supplier; and
- 13.4.2 pay to the Supplier all Charges and/or any other sums payable under the Contract.
14. **Limitations of Liability**
- 14.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 14.2 If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 14.3 Any defective Equipment must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Equipment.
- 14.4 The Supplier shall have no Liability to the Customer if any monies due in respect of the Equipment and/or the Services have not been paid in full by the due date for payment.
- 14.5 The Supplier shall have no Liability to the Customer for any power failure, disc corruption, or for the transmission of any virus or other destructive program to the Customer's equipment, that is caused as a result of use of the Equipment.
- 14.6 The Supplier shall have no Liability to the Customer for any incompatibility of the Equipment with any other equipment not supplied by the Supplier.
- 14.7 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 14.8 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 14.9 The Supplier shall have no Liability to the Customer for any:-
- 14.9.1 consequential losses;
- 14.9.2 loss of profits and/or damage to goodwill;
- 14.9.3 economic and/or other similar losses;
- 14.9.4 special damages and/or indirect losses; and/or
- 14.9.5 business interruption, loss of business, contracts and/or opportunity.
- 14.10 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed the amount of the Rental or charges for Services (if any) under that Contract or the sum of £1,000/e1250 whichever is the higher.
- 14.11 To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 14.12 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- 14.12.1 Liability in contract (including fundamental breach);
- 14.12.2 Liability in tort/delict (including negligence); and
- 14.12.3 Liability for breach of statutory and/or common law duty;
- except the financial caps on liability above which shall apply once only in respect of all the said types of Liability.
- 14.13 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
15. **General**
- 15.1 Upon termination of the Contract the provisions of clauses 3.4, 3.5, 3.6, 3.7, 12.5 and Sections 4, 6, 8, 11, 14 and 15 shall continue in full force and effect.
- 15.2 Each Hire shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.
- 15.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
- 15.4 The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/ delictual act and/or omission and/or any breach of statutory duty by the Customer.
- 15.5 No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 15.6 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 15.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Equipment. Such finance company shall, subject to the Supplier's consent, have the right to obtain possession of the Equipment in accordance with the provisions of this Contract as if they were the Supplier.
- 15.8 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and the courts in that country will have exclusive jurisdiction in relation to this Contract.

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