

## 1. Definitions

- a. The below terms “we”, “us”, “CEG Rigging” and “the company” refers to CEG Rigging Ltd whereas “client”, “hirer”, “customer” and “you” refers to the person or organisation (of whom a named contact is representing) that is requesting the services they wish us to provide. “Equipment” refers to any type of hired item you have from us.
- b. Where an individual is booking our services on behalf of an organisation they are confirming that they have the proper authority to do so and enter into a contract with us, it is their responsibility to ensure any purchase orders and paperwork is in order and does not constitute a reasonable excuse for delay of payment.

## 2. Dry Hire of Equipment Conditions

- a. We operate under the laws of England, UK.
- b. We reserve the right to substitute alternative equipment should our circumstances dictate the need to do so.
- c. It is the customer’s responsibility to ensure equipment booked is suitable for use. No refunds, part or full, will be given for non-use of specific equipment that cannot be used due to unsuitability, incompatibility with other equipment, inadequacy of staff training or ability, venue restrictions imposed, or any other reason.
- d. All charges are payable subject to the usual invoicing terms outlined below.
- e. Any damage to equipment supplied must be paid for in full by the customer / hirer to the extent of replacing the equipment on a new like for like basis.
- f. The company shall use all reasonable endeavours to make Delivery on the Delivery Date but for the avoidance of doubt time is not of the essence and the company shall not be liable to the Hirer in the event of any delay caused by an event in or out of our control.
- g. Should the hirer require the equipment beyond the initial hire period, the hirer must apply to the company for such an extension in advance. If the extension is accepted by the company the hirer must signify its agreement to a new quote which shall form a new hire stating the extension terms. Where possible the company shall offer the Equipment at the same Charges as offered prior to the extension but the company cannot make any guarantee that this will be the case.
- h. If the equipment is not made available for collection or returned to the premises as agreed between the parties, such equipment shall be deemed with immediate effect to be placed back on hire and the full rate shall apply until such time as the company can collect the equipment at its convenience.
- i. Any equipment returned late will be charged at the weekly rate applicable. A return is only constituted when an item has been returned to our care in good working condition. It is your responsibility to notify us if you wish to extend the hire or when the equipment is ready for collection
- j. Should we not be able to fulfil another order due to your late return of equipment you will be liable for the cost of any lost hirers that directly arise from this late return.
- k. All equipment is supplied as is, all equipment is regularly inspected by staff and a visual examination is carried out before dispatch. However, all liability for the correct and safe rigging & operation of equipment lies with the hirer. CEG Hire & Productions accepts no responsibility for the way in which equipment is used in respect to the public.
- l. If the equipment on hire is faulty or not operating correctly, it is the hirer’s responsibility to contact the company within 24 hours. We will not issue a refund or be held liable for additional costs under any circumstances if the hirer does not follow this condition.

- m. Whilst on hire the hirer is liable for any loss, damage or misuse of equipment and should insure the equipment for its full replacement value.
- n. The hirer shall indemnify CEG Rigging against financial loss, liability and expense or proceedings in respect of personal injury or damage or loss resulting from use of hired equipment.
- o. Should CEG Rigging consider that you are using the equipment inappropriately, illegally or unsafely then we reserve the right to terminate any contract of hire at any time, and the customer shall remain liable for the value of the hire.
- p. All equipment must be returned in good condition.
- q. All cables must be returned coiled and taped with PVC electrical tape, failure to do so will result in a £2 per cable charge.
- r. Any lamps that have blown during the course of hire must be returned for inspection; otherwise, a replacement charge will be made.
- s. We don’t automatically provide ‘Spare’ equipment, you will need to request this on a hire-by-hire basis, we also don’t guarantee the quantity of spares and this decision is in the discretion of the company.
- t. Any equipment that has been marked as a ‘Spare’, and has been designated for non-use, shall not be used at any time unless you have been instructed to do so by our staff.
- u. Use of ‘Spare’ equipment without our instruction or a reason we deem valid to do so, will result in a full charge being levied for the said use of equipment.
- v. Any damage caused to equipment will result in a charge to rectify this or a replacement to be sought.
- w. No plugs or wired connectors may be changed or tampered with in any way.
- x. All dimensions given are nominal and as close as can be reasonably judged. We cannot accept any liability for the compatibility of our equipment with your own, and with any resources you may be using in conjunction with our equipment (such as power supplies).
- y. It is the hirer’s responsibility to provide full equipment insurance for any equipment hired, for the entire duration of the hire including delivery and collection.
- z. The equipment hired remains the property of the company at all times.
- aa. The hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment or any part thereof except with the prior written consent of the company and shall protect the same against distress, execution or seizure.
- bb. The hirer shall take all necessary steps (at their own expense) to retain and recover possession and control of the Equipment. If the Hirer loses possession or control, they shall indemnify the company against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this clause.
- cc. If the Hirer is not fully familiar with the Equipment, the company advises that the Hirer to contact the company for the appropriate operating instructions. It is the Hirers responsibility to ensure that the persons using the Equipment have received the appropriate instructions, information and training under the Health and Safety at Work Act 1974.
- dd. Acceptance of these conditions is taken when any agreement is made, written or verbally. Especially upon counter-signing our ‘Hire Confirmation’ via Electronic Signature and a ‘Hire Delivery Note’.

### 3. Quotation Conditions

*We may issue a verbal or informal quote through email. This is a guideline only and a quotation is only enforceable when provided on our authority on headed paper. All quotes are to be treated as estimates in case additional work or equipment is required.*

- a. All quotes are valid for 7 days from the date provided.
- b. All equipment is quoted on a rolling week / 7 day basis.
- c. Discount is available upon application and is provided at our discretion. The discount we provide can change at any time.
- d. We will only allocate equipment for a customer once the quotation has been confirmed by us on a receipt of a valid Purchase Order or full payment.
- e. Once we have accepted your 'Purchase Order' or payment, and confirmed we can provide the requested equipment. We will ask to you electronically sign our 'Hire Confirmation' document, which will bind you to all of the conditions laid out in this document.
- f. We will endeavor to provide all equipment we have quoted for, but availability of equipment can change at any time, including after the acceptance of your 'Purchase Order' and completion of our 'Hire Confirmation'.

### 4. Our Responsibilities

- a. We will outline our specific hire responsibilities to you, within the type of 'Service Level Agreement' (SLA) that is outlined on your quotation. Our SLAs can be found on our website or available upon request.

### 5. Invoice Conditions

*Invoices are issued by us prior to a hire or on the day that the hire commences.*

- a. All invoices for services must be paid in full by the date shown; stated clearly as the 'due date' on the bottom of an invoice.
- b. We will issue a 'Pro-Forma Invoice' for clients who do not hold credit facilities with us, or whose credit facilities have been withdrawn. We will not dispatch equipment or provide services until full payment of this invoice has cleared with us.
- c. Any 7-day week or part thereof where payment is overdue will be liable to a charge of £10 late payment fee, and we reserve the right to remove any previous discounts we have applied if payment has not been made by the 'due date'.
- d. If we provide you with a credit account, all payments must be cleared with our bank account by the 'due date'.
- e. The provision of our payment terms is based on the issuance of each individual invoice, and will override any previous payment arrangements agreed between you and us.
- f. We will exercise our rights under the late payment regulations (Late Payment of Commercial Debts Act) to charge interest on overdue payments; we will charge the statutory interest rate above the Bank of England base rate for any payment not received by the 'due date'.
- g. We are not obliged to provide you credit facilities of any kind, if we do provide you with a 30-day credit account – we reserve the right to remove these facilities without reason, and this can be performed at any time without notice.
- h. Our preferred method of payment is via a same-day Faster Payment (FPS).
- i. If payment is received via Cheque, we reserve the right to charge an administration cost for the depositing and clearing costs of receiving payment via Cheque.
- j. If payment is made from an account domiciled outside of the United Kingdom, or not in GBP £ Sterling, we expect payment to be received gross of any transfer fees and costs. We also expect payment to be cleared with our bank account by the 'due date', accounting for any delays in international payment settlement.

- k. Payment that is not received by the 'due date' will be referred to our preferred solicitors immediately, who will commence collection proceedings without delay, and at full cost to you.

### 6. Other Conditions

*From time to time we may impose additional conditions within contracts, and some of our services may not seem expressed within these conditions, should you have doubt as to what applies please do contact us.*

### 7. About The Company

- a. Our company name and registration number is: CEG Rigging Ltd - # 11478005. We are registered in England and Wales at the address: Unit 6a, Solopark Trading Estate, Station Road, Pampisford, Cambridge, CB22 3HB.
- b. These terms were last updated on 27/05/2019.