

Revision 2.2
Reviewed 08/02/2023

HIRE TERMS AND CONDITIONS

1. BACKGROUND

- 1.1 These Terms and Conditions are the standard terms which apply to the hire of **22live Limited's** (the Company) equipment, either with personnel (Technicians) or without (Dry Hire), by a Customer (the Hirer)

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

'Contract' means the contract for the hire of the Equipment by The Hirer from The Company, as explained in Clause 3;

'Deposit' means the sum payable at the time of the Hirer's Order, that is required to secure the Order.

'Dry Hire' means providing Equipment only without Technicians

'Equipment' means all items of equipment and / or services provided by the Company to the Hirer, such as audio equipment, rigging, production equipment, including any replacement or substitute equipment, along with any other items and or services included or implied whether specified or not, subject to these Terms and Conditions. The Equipment remains the property of the Company, at all times.

'Hire' means arrangement to use Equipment supplied by the Company at an event, for example a festival, concert, tour or Dry Hire.

'Hire Fee' means the total amount payable for the hire of the Equipment, rates applied may be quoted as the 'Tour', 'Daily', 'Weekly' or 'Dry Hire' Rate

'Hire Period' means the period for which The Hirer will hire the equipment, beginning on the date on which the Equipment is made available for collection or delivered. This can be for any length of time from 1 day onwards.

'Month' means a calendar month

'Order' means the Hirer's order for the Equipment, forming the basis of the contract between both parties

'Order Confirmation' means Our acceptance and confirmation of the Hirer's Order as described in Clause 3;

'Security Deposit' means the sum payable to cover the non-return, loss, theft or damage of the Equipment

'Technician' means technically experienced and/or qualified personnel supplied by or on behalf of the Company, as part of the Hire service to install, operate, maintain, and dismantle hired Equipment (not applicable to 'Dry Hires')

'The Company / Us / We' means **22live Limited** a Private Limited Company, registered in England under number 13771164, whose registered address is Unit 9 Colemeadow Road, Redditch B98 9PB.

'The Hirer' means the customer, the person, company, department or other body who has ordered and/or accepted Equipment or services from the Company

3. INFORMATION ABOUT THE COMPANY

- 3.1 **22live Ltd** a Private Limited Company, registered in England under Company Number 13771164, whose registered address is Unit 9, Colemeadow Road, North Moons Moat, Redditch B98 9PB.
- 3.2 The Company's VAT number is 404 7111 399

4. THE CONTRACT

- 4.1 These Terms and Conditions govern the hire of the Equipment from The Company and will form the basis of the Contract between the Company and the Hirer. Before completing the Order, please ensure that these Terms and Conditions have been read carefully. If the Hirer is unsure about any part of these Terms and Conditions, please ask the Company for clarification.
- 4.2 The Order constitutes a contractual offer that the Company may, at their discretion, accept.
- 4.3 A legally binding contract between the Company and the Hirer will be created upon acceptance of the Order from the Hirer, indicated by the Company's Order Confirmation, and the Hirer paying the Deposit. Order Confirmation will be provided in writing by email.

5. EQUIPMENT DETAILS

- 5.1 **Equipment Specifics:** The Company agrees to supply the Hirer with the Equipment, as described in the schedule or quotation for the Hire Period, with or without the services of Technicians as specified in the schedule or quotation.
- 5.2 **Equipment Condition:** The Company use all reasonable endeavours to ensure that the Company's Equipment is fit for purpose, it is regularly maintained, serviced, cleaned, repaired, safety checked, and/or repaired /replaced as necessary.
- 5.3 **Ownership:** The Equipment remains the property of the Company at all times. In the event of a breach of any of these terms and conditions, the Company may, without prejudice to any other rights or remedies, forthwith terminate the arrangement and repossess all their Equipment. Re-Hire will not be permitted without advance written permission.

6. RULES OF HIRE

- 6.1 **Use of Equipment:** The following rules apply to the hire and use of the Equipment:
 - 6.1.1 **Damage / Faults:** The Hirer should check the Equipment at the time of collection or delivery. If there are any items missing or if there is any visible damage to the Equipment, the Company should be informed immediately. The Equipment shall be deemed as in good working order at the beginning of the Hire Period, unless any damage be noted on the delivery note or reported upon delivery. Should any fault with the Equipment be discovered during the Hire Period, please inform the Company as soon as is reasonably possible. The Company will use all reasonable endeavours to provide a suitable replacement or make repair, if possible, this may incur additional fees should the damage or fault fall under Clause 10.
 - 6.1.2 **Intended Purpose:** The Equipment is not to be used, and the Hirer will not permit it to be used, for any purpose for which they are not expressly designed, beyond capacity or in any manner likely to result in the deterioration of the equipment
 - 6.1.3 **Modifications:** The Equipment is not to be altered or modified in any way without the prior consent of the Company – see further Clause 10
 - 6.1.4 **Sale, Re / Sub Hire:** Equipment is not to be sold or offered for sale, it is not to be hired, re-hired or sub-hired to any third party or parties, in any manner prejudicial to the Company's ownership rights, without the express written consent of the Company
 - 6.1.5 **Location:** On request, the Hirer must advise the Company of the location of the Equipment during the Hire Period and of any changes in the location

- 6.1.6 **Set Up (Technicians)**: If Technicians have been supplied, the Company is responsible for ensuring that the Technicians install/set up and use the Equipment correctly and in accordance with purpose
- 6.1.7 **Competent Personnel (Dry Hire)**: When equipment is supplied as a Dry Hire, it requires specialist technical knowledge or qualification for the safe and effective installation and/or operation, the Hirer will be required to undertake that competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of The Company, competent Technicians will be supplied by the Company and charged in addition to the hire rate. The Equipment is supplied on the understanding that it can be competently installed and operated by the Hirer. No liability will be accepted by the Company for any damage to persons or property whilst the Equipment is on Dry Hire to the Hirer
- 6.2 **Safe Working**: The Hirer is responsible for Safe Working Practices:
- 6.2.1 **Health & Safety**: Technicians or any other Personnel supplied by the Company must not be requested or expected to work in any manner which is contrary to the method statements, risk assessments and codes of conduct issued by the Company. Full versions of these documents are available on request. In addition, Technicians are instructed to follow established safe working practices and legal constraints and to refer to the Company if they are instructed to operate in contravention of these.
- 6.2.2 **Site Access**: It is the responsibility of the Hirer to ensure there is adequate and safe access to the event site. It is the responsibility of the Hirer to inform the Company beforehand of any access issues and where possible take appropriate measures to reduce or mitigate risk to our Equipment and Technicians. The Company reserves the right not to deliver equipment where we believe access to be unsafe.
- 6.2.3 **Site Power**: It is the Hirer's responsibility to ensure provision of a safe, consistent and adequate electrical power supply. Where portable generators are used, these must be regulated and adequately grounded. Please contact us if you are unsure about what power will be required. Equipment damaged due to unsafe electrical equipment at the event site shall be repaired or replaced at the expense of the Hirer.
- 6.2.4 **Sound Pressure Levels**: High Sound Pressure levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. Equipment provided by the Company can and does produce high enough sound pressure levels to cause hearing damage. If the Equipment is being operated by personnel not provided by the Company, the Company cannot be held liable for misuse in terms of sound levels, or any detriment to performance. The Company cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the Hirer to ensure the safety, with regards to hearing, of the general public. Where appropriate you may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.
- 6.2.5 **Local Licences**: The hirer is solely responsible for obtaining any licence, qualification or other authority, which may be required for the safe and legal operation of the Equipment hired and agrees to abide by all legal guidelines relating to the installation and operation of the Equipment.
- 6.3 **General Exclusions**: Unless explicitly stated in writing in the schedule or quotation, the following are excluded from the Hire provision, if any of these costs are incurred by The Company as part of the Hire they will be charged to the Hirer in addition to the Hire Fee:
- 6.3.1 **Insurance**: The Equipment shall be the responsibility of the Hirer for the Hire Period. It is a condition of Hire that the Hirer takes out adequate insurance to cover the Equipment hired for fire, loss, damage or risk from whatever cause arising. This insurance must cover the equipment hired for its full reinstatement value on an "all risks" basis and cover any alternative and continuing hire charges incurred for a minimum period of 3 months. This insurance must be held with a reputable insurer for the full duration of the hire with the Company noted as direct loss payee in respect of

the Equipment hired. The Company reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to checking out the Equipment. However, this does not reduce the liability of the hirer for uninsured losses. The Hire shall indemnify the Company against all loss or damage to the equipment not recoverable under the policy of insurance.

6.3.2 **VAT:** Taxes including Value Added Tax (VAT)

6.3.3 **Transportation:** Transportation of Equipment and Technicians, including freight and transport costs and storage of the equipment. Other arrangements must be agreed in writing prior to the commencement of the hire contract

6.3.4 **Additional Hours:** If the event duration exceeds the agreed times, the Company reserves the right to charge the Hirer for additional costs incurred in relation to the additional hours. When Technicians are provided, the Company reserves the right to charge the Hirer for hours worked by the Technicians in excess of their 'standard working day'. It is understood that the 'standard working day' may vary according to the nature of the Hire and event locations, but it is the responsibility of the Hirer to agree these terms in advance of the Hire

6.3.5 **Excluded Equipment:** The Equipment is as stated in the schedule or quotation and does not include any items not stated such as risers, sets, scaffolding, flooring, staging equipment, locally booked or venue owned equipment, forklifts or other transportation or lifting device.

6.3.6 **Expenses (Technicians):** Where Technicians are provided, expenses including reasonable travel expenses from the Company originating branch base to the event location and accommodation and crew catering. Payment of per diem or other cash payments to Technicians is at the absolute discretion of the Hirer and will not be reimbursed by the Company

6.3.7 **Local Event Personnel:** Local Event Personnel (other than the Company's Technicians shown in the hire schedule or quotation; not applicable to dry hire agreements) including loaders, stagehands, licenced riggers and electricians, operators of the Equipment. It will be the responsibility of the hirer to provide Local Event Personnel to assist with equipment load in and load out.

6.3.8 **ATA Carnet & Admin Fees:** ATA Carnet fees and other administrative costs associated with transportation of Equipment outside of the United Kingdom

7. HIRE PERIOD

7.1 **Hire Period:** The Hire Period shall be defined in the final Order confirmation and confirmed in the schedule. If not being delivered and collected, the Equipment is to be collected and returned the Company's warehouse.

7.2 **Weekends & Bank Holidays:** Where the hire start date or end date falls on a weekend or UK bank holiday, at the discretion of the Company, collection may be arranged for last working day prior to the hire start date and/or returning may be done on the first working day after the hire end date. Collecting or returning may in some circumstances be arranged outside of normal operating hours. Where Equipment is collected or returned on a weekend or Bank Holiday, this will normally incur an overtime charge for personnel at the Company's warehouse

7.3 **Extension:** The Hire Period may be extended by contacting the Company via the Account Manager. Dependant on factors such as Equipment availability, if agreed, extended Hire Periods shall be quoted and confirmed

8. FEES AND PAYMENT

8.1 **Credit Card:** Due to the additional charges incurred by the Company, credit card payments are not accepted.

8.2 **Deposit:** When placing the Order, the Hirer will be required to pay a Deposit as defined in the quotation. The balance of the Hire Fee (i.e. the full payment) should be made, with cleared funds, prior to collection or delivery of the Equipment, unless the Hirer has an agreed credit account with The Company.

- 8.3 **Hire Fee:** The Hire fee will be based on daily or weekly rates, with the period of Hire starting from the time of collection of the Equipment to the time of the Company confirming return of the Equipment, within the normal operating hours of the Company (9:30am and 5:30pm Monday to Friday). The Hire Fee for the Equipment and Services will be that shown in on the schedule or quotation current at the time of the Order.
- 8.4 **Late Charges:** Any Equipment returned late will incur an excess charge based on the rate of the total Hire Fee.
- 8.5 **Early Returns:** The Equipment may be returned early, however the Company may be unable to issue any refunds of any kind for early returns that do not fall under Sub-Clause 5.1.1. Any refund due to the Hirer will be made as soon as is reasonably possible, and in any event within 14 days of the date on which The Company agrees that the Hirer is entitled to a refund. Refunds will be made using the same payment method originally used by the Hirer, unless an alternative method is agreed.
- 8.6 **Replacement Costs:** The Company will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described in Clause 10, whether or not this is covered by the insurance policy taken out by the Hirer. The Hirer may be required to leave valid debit card details with the Company as a guarantee in the event of a loss or late return. Card details must be valid beyond the agreed final date of Hire. In the event of loss of the Equipment, The Company reserves the right to charge the Hirer the full replacement cost.
- 8.7 **Postponement:** If the accepted service is postponed after commencement, then the Company reserves the right to requote and recalculate the remaining chargeable period based on the availability and prices at the time, this may be greater or less than the Hire Fee originally agreed.
- 8.8 **Information required:** When discussing and submitting the Order, the Hirer will be required to supply the following:
- 8.8.1 **Identification:** For non-account customers, photographic identification must be provided, as well as a utility bill (not a mobile phone bill) which matches the invoicing address. A copy of these documents will be kept on file for the duration of the Hire period. Equipment hired will be sent to the invoicing address and the Hirer must sign the dispatch/delivery note to accept the delivery.
- 8.8.2 **Security Deposit:** Non-account Dry Hire customers must provide a defined Security Deposit which should be paid by credit or debit card before the Equipment is collected at the start of the Hire Period. The Company will not release any Equipment without the payment of the Security Deposit. The Security Deposit will be retained by the Company in full or in part if any Equipment is returned late, not returned, or is lost, stolen or damaged in any way that falls outside of the Hirer's insurance policy
- 8.9 **VAT:** Where applicable, VAT will be charged at 20%. If the rate of VAT changes between the date of the Order and the date of payment of the Hire Fee, the rate of VAT the Hirer must pay will be adjusted. Changes in VAT will not affect any Prices where payment in full has already been received.

9. CANCELLATION

- 9.1 **Cancellation Charges:** The Hirer may cancel the Order at any time before the start of the Hire Period subject to the following:
- 9.1.1 For Orders cancelled more than 14 days before the start of the Hire Period, there will be no charge, however the Deposit will be retained in full.
- 9.1.2 For Orders cancelled between 14 and 2 days before the start of the Hire Period, the Deposit will be retained in full and there will be a further cancellation fee charged of 25% of the total Hire Fee.
- 9.1.3 For Orders cancelled 2 days or less than the day that the Hire Period begins, the Deposit will be retained in full and the balance of the full Hire Fee will also be payable
- 9.2 **Discretionary Amendment:** The Company may, at the Company's sole discretion, reduce or waive any of the charges detailed above.

10. CONTRACT TERMINATION

- 10.1 The Company may terminate the Contract under these terms and conditions, either immediately or at any time within three months after that by notice to the Hirer and no payment subsequently accepted by the Company without knowledge of such termination shall in any way prejudice or affect the operation of this Clause 9 if the Hirer:
- 10.1.1 fails to pay any Security Deposit, Deposit or Hire Fee or other sums payable under these conditions or under any other agreement between the Hirer and the Company, in full within 14 days of such sums becoming due (whether demanded or not)
- 10.1.2 commits a breach of any of the other terms and conditions of the contract (whether express or implied)
- 10.1.3 does or causes to be done anything, which in the opinion of the Company may jeopardise the Company's rights in the Equipment.
- 10.1.4 is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days
- 10.1.5 being an individual dies or suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order
- 10.1.6 being a body corporate enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts

11. LOSS, DAMAGE AND MODIFICATION

- 11.1 **Security Arrangements:** The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safe keeping of the equipment during the period of 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 will take all necessary steps to recover the equipment.
- 11.2 **Damage Notification:** The Hirer must notify the Company of any damage to, failure of or defect in any Equipment within 24 hours of occurrence. The cost of replacing or repairing the Equipment will be borne in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full, which includes future booked hire revenue lost by the Company. Should the Company be required to sub-hire equipment to temporarily replace the lost, damaged or modified equipment, this cost will be borne in full by the Hirer. The Hirer must continue to pay the Hire period charges in respect of equipment during reinstatement or repair.
- 11.3 **Examples:** Examples of loss/damage /modification include (but are not limited to) the following
- 11.3.1 Damage by persons known or unknown, including audiences and artists (whether or not as part of the performance), this includes ingress of liquid (e.g. a console having liquid spilt or thrown on to it)
- 11.3.2 Damage or loss caused by inadequate handling by third parties (including local event personnel)
- 11.3.3 Damage by adverse weather conditions including water damage
- 11.3.4 Loss due to theft on site or in transit
- 11.3.5 Loss or damage during transportation
- 11.3.6 Modifying cables by cutting and/or re-wiring connectors
- 11.4 The Hirer will not be responsible for any pre-existing damage to the Equipment that has already been identified under sub-Clause 5.1.1 at the time of collection.

12. THE COMPANY'S LIABILITY

- 12.1 **Loss or Damage Liability:** The Company will be responsible for any direct foreseeable loss or damage that the Hirer may suffer only as a result of the Company's breach of these Terms and Conditions or as a result of the Company's negligence. Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Hirer and the Company when the Contract is formed. The Company will not be responsible for any loss or damage that is not foreseeable or any loss or damage that is consequential.
- 12.2 **Compensation Limit:** The Company shall only be liable up to the limit of the agreed Hire price.

13. FORCE MAJEURE – EVENTS OUTSIDE THE COMPANY'S CONTROL

- 13.1 The Company will not be liable for any failure or delay in performing obligations where that failure or delay results from any cause that is beyond the Company's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lockouts or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond the Company's reasonable control.
- 13.2 If any event described under this Clause 12 occurs that is likely to adversely affect The Company's performance of any of the Company's obligations under these Terms and Conditions:
- 13.2.1 The Company will inform the Hirer as soon as is reasonably possible;
- 13.2.2 The Company will inform the Hirer when the event outside of the Company's control is over and provide details of any new dates, times or availability as necessary;
- 13.2.3 If the event outside of the Company's control continues for more than 14 days, the Contract will be cancelled, and The Company inform the Hirer of the cancellation in writing;
- 13.2.4 If an event outside of the Company's control continues for more than 7 days and the Hirer wishes to cancel the Contract, the Hirer may do so by informing the Company in writing;
- 13.2.5 If the Contract is cancelled under this Clause 12, over 14 days before the Hire Period begins, any and all sums the Hirer has paid to the Company will be refunded in full. Other provisions in these Terms and Conditions regarding the retention of sums paid shall not apply.

14. COMMUNICATION AND CONTACT DETAILS

- 14.1 If the Hirer wishes to contact the Company with questions or complaints, the Company may be contacted in person, by telephone, by email, or by pre-paid post.

15. COMPLAINTS AND FEEDBACK

- 15.1 The Company always welcomes feedback from customers and, whilst all reasonable endeavours are always used to ensure that customer experience is a positive one, the Company nevertheless want to hear of any cause for complaint.
- 15.2 All complaints are handled in accordance with The Company's complaints handling policy and procedure, available on request.

16. DATA PROTECTION

- 16.1 For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Hirers rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice available on the Company's website.

17. OTHER IMPORTANT TERMS

- 17.1 The Company may transfer (assign) obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if the Company sell the business). If this occurs The Hirer will be informed by The Company in writing. The Hirer's rights under these Terms and Conditions will not be affected and obligations under these Terms will be transferred to the third party who will remain bound by them.
- 17.2 The Hirer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without the Company's express written permission.
- 17.3 The Contract is between the Hirer and The Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 No failure or delay by The Company in exercising any rights under these Terms and Conditions means that The Company have waived that right, and no waiver by The Company of a breach of any provision of these Terms and Conditions means that The Company will waive any subsequent breach of the same or any other provision.

18. GOVERNING LAW AND JURISDICTION

- 18.1 These Terms and Conditions, the Contract, and the relationship between the Hirer and The Company (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.