21CC
GROUP LTD

TERMS OF BUSINESS

DRY HIRE

For the hire of technical equipment and set / dressing items without the delivery of services.

Terms of Business

Dry Hire

The following terms and conditions must be agreed to when hiring equipment from 21CC Group Limited or from any of our associated companies. 21CC Group Limited will hire products to trade customers with the relevant skills required to install our range of equipment. Unless otherwise specifically stated, "hire" is defined as rental equipment supplied only. i.e. installation and commissioning is completed by the Hirer. Where installation and commissioning is offered as part of the service, this will be stated in the Contract.

1.0 DEFINITIONS

1.1 '**Contract**' means the agreement in writing between 21CC Group Limited and the Hirer.
1.2 **'Hire Period'** means the date agreed for the start of the hire until the Equipment is returned.
1.3 **'Hire Charges'** means the agreed rate of hire for the Equipment
1.4 **'The Event',** is the occasion that the Equipment has been hired for
1.5 '**The Venue'** means the location or venue where the Equipment is to be installed and used
1.6 '**The Client**' means the end client to the Hirer
1.7 '**Equipment**' means all materials, equipment and products supplied by 21CC Group Ltd as part of the hire agreement.
1.8 '**Satisfactory Condition**' means clean undamaged and unaltered as determined in 21CC Group Limited's sole discretion.
1.9 **'The Hirer'** means the company or individual on behalf of a company who is hiring the equipment.
1.10 '**The Company** means 21CC Group Limited a company incorporated in Scotland under the Companies Acts registered number SC417594 and having its registered office Hopetoun Sawmill, Hopetoun Estate, South Queensferry EH30 9SL.

2.0 PRE-CONTRACT

2.1 On enquiring about The Companies services, you will be provided with a quotation detailing the products and relevant product prices for the hire duration. Availability and pricing are not guaranteed and will only be confirmed on written confirmation of booking.
2.2 On confirmation of booking the terms of business as laid out from section 3 onwards will come into effect.

3.0 THE CONTRACT

3.1 All hires are accepted by The Company only under these Terms Of Business, which may not be altered except with our written agreement. Any contrary or additional terms unless so agreed are excluded.
3.2 The hire may be cancelled only with our written agreement and you will indemnify us against all losses damages costs and expenses we incur as a result of that cancellation.
3.3 If you cancel the hire within 48 hours of the Hire Period the full contract value will be payable.

4.0 OWNERSHIP / INSURANCE / SUB HIRE

4.1 All equipment remains the property of The Company at all times during the Hire Period.
4.2 All intellectual content of our services, including, but not limited to Data Sheets, Safety Instructions and Set Up information, which are provided to The Hirer remain exclusively the legal possession, property and rights of The Company.
4.3 The hirer agrees to insure the Equipment for damage, loss and theft to the full replacement value whilst the Equipment is in their care.
4.4 The Company accept no responsibility for any items lost or damaged throughout the Hire Period. All lost or damaged items will be charged at replacement cost to the Hirer.
4.5 The Hirer may not sub-hire out the Equipment without written permission from The Company. The Hirer will be solely responsible for any damage to the Equipment or any property or injury to any person/s as a result of any sub-hire agreement, including any costs associated to The Company.
4.6 During the Hire Period the Hirer will not repair, alter or modify the Equipment or interfere with any 21CC Group Limited identification marks on the Equipment or any signage attached to the Equipment without express written permission to do so.

5.0 SAFEY / RISK / OPERATION

5.1 The hirer is solely responsible for carrying out a risk assessment and method of safe working prior to installing and operating the Equipment.
5.2 It is the hirers responsibility to ensure that they are familiar with the safe operation of the Equipment, If the Hirer is in any doubt, the Hirer should contact The Company immediately.
5.3 We accept no responsibility for the damage or injury to any property or persons caused by any of our Equipment.
5.4 The Company reserve the right to remove any Equipment, if we have any reason to believe there is a danger of causing injury to any person/s or may become damaged due to misuse.
5.5 All Equipment will be in good working order prior to being delivered to / collected by the Hirer. The Hirer must inspect the Equipment upon delivery / collection. In the unlikely event that any Equipment is found to be damaged or faulty prior to use by the Hirer, the Hirer should contact The Company immediately.
5.6 It is the Hirers responsibility to check the Equipment prior to The Event.
5.7 In the unlikely event of the Equipment being faulty or damaged prior to use at The Event or in the unlikely event of an Equipment failure during The Event, our liability extends only to covering the cost of hiring a suitable replacement.
5.8 It is the Hirers responsibility to make sure that the Hirer properly instructs all people who use the Equipment in its safe and correct use. A competent and experienced person should operate the Equipment at all times.
5.9 It is the Hirers responsibility to understand and comply with all Venue and Client requirements regards health and safety. The Hirer indemnifies The Company against any claim resultant from improper use of the Equipment.

6.0 HIRE CHARGES / PAYMENT

6.1 Hire Charges are payable during the hire period.

6.2 You shall pay the Hire Charges for any Equipment and/or any other sums payable under the contract to us at the time of booking, unless a credit agreement is already in place.

6.3 New clients may be required to make an additional payment in the form of a refundable deposit, which will be returned on satisfactory conclusion of the hire, as laid out in section 10.

6.4 New clients may be subject to additional identity and credit checks.

6.5 Our prices are, unless otherwise stated, exclusive of any applicable VAT for which you shall additionally be liable.

6.6 VAT will be charged at the prevailing rate.

6.7 Payment by the Hirer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until The Company have received cleared funds in respect of the full amount outstanding. The Company reserve the right to cancel any agreement for the hire of Equipment if the Hirer has not paid by the agree date. The Company will not be liable to the Hirer for any costs accrued by the Hirer should we cancel the contract due to non-payment.

7.0 CANCELATIONS

7.1 This Agreement shall come into force on the Contract date and shall continue to the completion of the hire, subject to the provisions of this Clause 6.0.

7.2 If the Client wishes to cancel the hire in part or in full, the Client may do so at any time by written notice to the Company, in the event of a full or part cancellation, the following charges will be applicable:

7.3 Basic Hires (Hires Under £1000 – excluding VAT)

7.3.1.1 Up to and including 15 days prior to delivery/collection date; no charges will be applicable, excluding any deposit paid, which will be forfeit.

7.3.1.2 Between 14 days and 8 days prior to delivery/collection date, 50% of the total hire charge will be due.

7.3.1.3 Less than 7 days prior to the delivery/collection date, 100% of the total hire charge will be due.

7.4 Advanced Hires (Hires Over £1000 – excluding VAT)

7.4.1.1 Up to and including 30 days prior to delivery/collection date; no charges will be applicable, excluding any deposit paid, which will be forfeit.

7.4.1.2 Between 29 days and 15 days prior to delivery/collection date, 50% of the total hire charge will be due.

7.4.1.3 Less than 14 days prior to the delivery/collection date, 100% of the total hire charge will be due.

7.5 Long Term Hires (Hires for durations over 2 weeks)

7.5.1.1 Up to and including 13 Weeks prior to delivery/collection date; no charges will be applicable, excluding any deposit paid, which will be forfeit.

7.5.1.2 Between 12 weeks and 9 weeks prior to delivery/collection date, 25% of the total hire charge will be due.

7.5.1.3 Between 8 weeks and 5 weeks prior to delivery/collection date, 50% of the total hire charge will be due.

7.5.1.4 Less than 4 weeks prior to delivery/collection date, 100% of the total hire charge will be due.

7.5.1.5 Alternative terms can be agreed upon by negotiation, but will only be valid once an agreement amendment has been signed by both The Client and The Company.

7.6 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

7.6.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment.

7.6.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied.

7.6.1.3 an encumbrancer takes possession, or where the other Party is a Company, a receiver is appointed, of any of the property or assets of that other Party.

7.6.1.4 the other Party makes any voluntary arrangement with its creditors or, being a Company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986).

7.6.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a Company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the Company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement).

7.6.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party.

7.6.1.7 that other Party ceases, or threatens to cease, to carry on business; or

7.6.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 20, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

6.7 A breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

6.8 The rights to terminate this Agreement given by this Clause 20 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

8.0 COLLECTION / DELIVERY / RETURN

8.1 Unless expressly stated on the quotation, it is the hirer's responsibility to arrange the collection and return of equipment from 6 Old Deans Road.

8.2 Where delivery has been arranged, the hirer should be present to accept delivery of the hire, if the hirer is not present and The Company cannot complete delivery, any subsequent delivery attempts will be at the expense of the hirer.

8.3 We may ask for proof of identity of the Hirer at any stage in advance of or upon delivery / collection of equipment. i.e. a driving license or passport. We reserve the right to refuse the hire if ID is not presented upon request.

8.4 It is the hirers responsibility to return all Equipment in a Satisfactory Condition. The Company will clean any Equipment that is returned dirty. A cleaning charge of £40 per hour will be chargeable. Minimum cleaning time charged will be 3 hours.
8.5 All Equipment will be returned at the end of the Hire Period.
8.6 Where collection has been arranged, The Hirer is responsible for ensuring the safe keeping of the equipment until such time as The Company collects.
8.7 The Company reserve the right to charge the Hirer for the late return of any Equipment, chargeable at the agreed hire rate for each day that the Equipment is late.

9.0 TRANSPORTATION

9.1 The Hirer is solely responsible for the safe transportation of the Equipment.
9.2 It is the Hirers responsibility to ensure that their drivers have the necessary training and comply with any legislative requirements regards the transportation any Equipment and associated goods, such as gas.

10.0 NON RETURNED / LOST / STOLEN / DAMAGED EQUIPMENT

10.1 You have full responsibility for the care and safekeeping of the Equipment and to return it in good order.
10.2 You will pay to The Company the current published list price of any equipment, which is lost or stolen or damaged beyond economic repair as well as any alternative or continuing hire charges, until such time payment has been received in full. You are advised to insure the Equipment for its full reinstatement value on an all risks basis.
10.3 If the Equipment is not returned in a Satisfactory Condition, the Hirer will pay us the cost of cleaning repairing and/or rectification (the Repair Charge). If the Equipment is lost, stolen or in The Company's sole opinion is damaged beyond repair, the Hirer shall pay full replacement value. The Company shall give you 5 Working Days written notice before starting any repairs to allow for the Hirers inspection. The decision to undertake repairs is at The Company's sole discretion. This is without prejudice to The Company's other rights.
10.4 The Hirer shall pay to The Company 70% of the day-rate hire charge, from the date of the off-hire, or damage or loss notification, until the Hirer or the Hirers insurers has paid for the full replacement cost or the cost of repairing the Equipment to the full hire-able condition.

11.0 PRIVACY POLICY

10.5 To review our Privacy Policy in relation to how we gather and use your data for Dry Hire services, please click here. A hard copy is available upon request.

11.0 GENERAL TERMS

11.1 The hirer takes full responsibility for the safe handling, installation and commissioning of the Equipment hired.
11.2 Unless otherwise agreed in writing it is the sole responsibility of the Hirer to obtain any appropriate licences, such as, but not limited to TheMusicLicence from PPL PRS, Public Entertainment Licenses, Radio Frequency Licenses prior to using the equipment hired.
11.3 All credit account bookings must be confirmed by a Purchase Order number or equivalent; equipment will not be reserved until such time as this has been received.
11.3 Receipt of payment either in part or in full or the provision of a Purchase Order number, or equivalent; will deem confirmation of contract along with acceptance of these Terms and Conditions.

If you have any queries regarding our terms and conditions, please feel free to contact us. Thank you for using 21CC Group Ltd.

Geoff Crow
Director
21CC Group Ltd