
ITEM RENTAL TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the rental of all items ("the Items") from Tides Events Ltd ("the Company") by customers who are renting the items for use at their event ("the Event").

1. Definitions and Interpretation

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

- "Customer"** means the customer who is renting the Items subject to these Terms and Conditions;
- "Deposit"** means the sum payable by the Customer under Clause 3 of these Terms and Conditions and as set out in the Rental Agreement;
- "Price List"** means the Company's price list, current at the time of the start of the Rental Term;
- "Rental"** means the rental of the Items by the Customer subject to these Terms and Conditions;
- "Rental Agreement"** means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Items; and
- "Rental Fees"** means the sum payable by the Customer for the Rental as determined under Clause 4 of these Terms and Conditions.
- "Our Site"** Our website, "www.tidesevents.co.uk"
- "Social Media"** means social media sites on which we have an account registered in the name of Tides Events. These include but are not limited to Pinterest, Twitter, Google+ and Facebook.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.2.7 "You" refers to the person or people named on the booking

- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Rental Term**

- 2.1 The agreed Rental Term will be set out in the Rental Agreement.
- 2.2 If the Customer wishes to extend the Rental Term they may do so at any time prior to the end of the Rental Term. The Customer must contact the Company to arrange such an extension. Extensions may be made subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Items to the Customer beyond the end of the pre-existing Rental Term.
- 2.3 The Company reserves the right to recall the Items immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all time remaining in the Rental Term or will be issued immediately with replacement Items of the same type or of the closest type thereto at no additional cost. If the Items is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Event and use any means necessary to recover the Items. The Customer shall be charged for any costs associated with such recovery.

3. **Deposit**

- 3.1 The Customer may be required to pay a refundable Deposit to the Company at the commencement of the Rental Term, prior to delivery of the Items. The sum of the Deposit shall be set out in the Rental Agreement. This deposit is not included in the total Rental Fees and is at the discretion of the Company. Where a refundable Deposit is taken the full rental charge as invoiced will be payable.
- 3.2 At the end of the Rental Term the Company shall have a period of 2 weeks within which to fully inspect the Items. If the Items require cleaning and / or maintenance which is the result of normal wear and tear the Customer will receive the Deposit back in full at the end of the inspection period. In the event that additional cleaning and / or maintenance is required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Customer in writing, including all relevant calculations and pricing information.

4. **Fees and Payment**

- 4.1 The Rental Fees will be determined by reference to the length of the Rental Term, the type and quantity of Items, the Price List and any additional items which may be included in the Rental, as set out in the Rental Agreement.
- 4.2 Payment shall be made in part or in full, as set out in the Rental Agreement, at the commencement of the Rental Term.
- 4.3 All payments to be made in part will take the form of regular payments as agreed prior to the Rental Agreement being issued. The Company will invoice the Customer as per the payments agreed. All payments shall be required as per individual arrangements, or within 14 days of the date of the relevant invoice, whichever is specified on the invoice.
- 4.4 Where no agreed deposit is taken 10% of the total Rental Fees shall be payable in order to secure the booking, and this 10% will be deducted from the balance payable. Details of required deposit will be detailed on quotations and invoices.

5. **Delivery, Installation and Collection**

- 5.1 Following the receipt by the Company of the Deposit and any required Rental Fees the Company shall deliver the Items to the Event on the agreed date, as set out in the Rental Agreement.
- 5.2 The Company shall use its best and reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.
- 5.3 The Customer or a suitable authorised representative must be available at the Event at the time of delivery in order to sign for the Items. In the event that the Customer fails to comply with the provisions of this sub-Clause 5.3 it shall be deemed to have accepted delivery of the Items, assumed responsibility therefor and shall not have the right to subsequently dispute the facts of the delivery.
- 5.4 In the event that the Company is unable to deliver the Items due to the Customer's absence from the Event (along with that of any authorised representatives) additional delivery charges will be incurred for any necessary re-delivery. Any such additional charges shall be borne by the Customer.
- 5.5 At the end of the Rental Term, on the agreed collection date, the Customer shall ensure that all of the Items are available for collection by the Company.
- 5.6 In the event that any Items is unavailable for collection on the agreed date the Customer shall be required to pay the relevant Rental Fees for the missing items up to and including the day that they are returned to the Company (at the Customer's expense). If those items are not available for collection due to loss or destruction the Customer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.

6. **Use and Care of the Items**

- 6.1 The Customer may only use the Items for the normal purpose for which they are intended.
- 6.2 All Items must be used in accordance with any instructions or similar documentation provided.
- 6.3 The Customer may not make any alterations or adjustments to the Items beyond those that are already possible within the range of adjustments specific to a given item.
- 6.4 The Customer may only affix or connect other Items where such affixation does not exceed the design limitations of the Items and is not likely to damage them in any way.
- 6.5 The Customer shall at all times treat the Items with a reasonable level of care and shall ensure that they are kept clean, subject always to reasonable levels of wear and tear.
- 6.6 All Items which use consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Items) or such other products as authorised by the Company.

7. **Maintenance**

- 7.1 The Customer shall not attempt to make any repairs to the Items without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of repairing the Items itself or granting the Customer permission to make the necessary repairs. The cost of such repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for those repairs.
- 7.2 The Company shall maintain the Items to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or

recommended by the manufacturer of that particular piece of Items) shall be used for maintenance and repair work.

- 7.3 All parts which may require replacement during the Rental Term shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts and associated labour.

8 Damaged items

- 8.1 As per item 3.2 the Company shall have a period of 2 weeks at the end of the Rental Term within which to fully inspect the Items.
- 8.2 The Company reserves the right to replace any items found to be damaged whilst within the care of the Customer, and where this damage is not due to normal wear and tear. If this is necessary the Company shall invoice the Customer for the cost of replacement.
- 8.3 The cost of replacement billed to the Customer shall be 3 times the Rental Fees.
- 8.4 The Company reserves the right to add any additional expenses that they incur in sourcing a replacement.
- 8.5 Settlement of this bill shall be payable as per the terms stated on the invoice.

9 Insurance

- 9.1 It is the responsibility of the Customer to fully and comprehensively insure the Items against loss, damage and theft. The value stated for the Items shall be the cost of replacement of the item. As per 8.3 this shall be 3 times the cost paid for the hire for the period.
- 9.2 The Customer shall supply proof of such insurance to the Company if requested and on demand.

10 Liability

- 10.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Items.
- 10.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.
- 10.3 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.

11 Data Protection

The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

12 Termination

- 12.1 Where the Customer is an individual, the Company shall be entitled to terminate the Rental Agreement in the event that:

- 12.2 the Customer is in breach of these Terms and Conditions;
- 12.3 the Customer has had their personal belongings confiscated in order to satisfy debts; or
- 12.4 the Customer has a receiving order made against them.
- 12.5 Where the Customer is a company, the Company shall be entitled to terminate the Rental Agreement in the event that:
 - 12.5.1 the Customer is in breach of these Terms and Conditions;
 - 12.5.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 12.6 In the event of termination for any of the above reasons:
 - 12.6.1 all payments required under the Rental Agreement shall become due and immediately payable; and
 - 12.6.2 the Company shall have the immediate right to request the immediate return of the Items or repossess the Items and may charge the Customer for any reasonable costs involved in such repossession.

13 **No Waiver**

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

14 **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

15 **Law and Jurisdiction**

- 15.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 15.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

16 **Publicity**

- 16.1 We may use any photographs provided to us after the event, that include our items, in our publicity and marketing materials, including use on Our Site and on Social Media.
- 16.2 Your event may mean that You and your guests are featured in such photographs.
- 16.3 In hiring our items You are deemed not to object to the use of such photographs in our publicity. If You do not wish to for us to use any photograph, please notify us prior to the delivery of the goods.