

Culture Creative Limited Hire Terms and Conditions

1. Interpretation

The following definitions apply in these Conditions.

- 1.1 The Supplier is Culture Creative Limited registered in England and Wales with company number 05651975 and referred to herein as “CCL”. The Supplier is acting under its own name or under the name of any of its trading brands or any of its subsidiaries or holding companies.
- 1.2 The Customer is the person or firm to who the goods and or services are hired, sold or otherwise provided by the Supplier.
- 1.3 An Alternative Provider is any freelancer, sub-contractor or assignee appointed by the Supplier to execute part of a Project in accordance with these conditions.
- 1.4 The deliverables will be set out in formal documentation, the quotation, produced by the Supplier for the Customer.
- 1.5 A quotation is a document setting out the scope of work, the terms of payment, delivery, transport and insurance and any other commercial terms regarding a project provided by the Supplier to the Customer. This can be amended by agreement between the parties.

2. Equipment Only Hire

The hire of goods to the Customer for an agreed period without the Supplier’s attendance, operation or control.

- 2.1 Unless specified otherwise by CCL, the hiring period commences at 10:00 am on the date specified in the Contract and continues for the period specified in the Contract and terminates at 12:00 noon on the last day of the hiring period.
- 2.2 The Customer shall maintain a policy of insurance with a reputable insurance company in relation to the Goods and shall insure the Goods against all risks for their full price for the duration of the Dry Hire Period and shall supply evidence of the same at the request of the Supplier.
- 2.3 The Customer shall take good and proper care of the Goods and shall ensure the Goods are used in a skilful manner by personnel with the requisite knowledge and experience to operate them for the duration of the Dry Hire Period.

3. Delivery of Goods

- 3.1 Any times quoted for delivery & collection of the Equipment are approximate only.
- 3.2 Hire charges or sale prices do not include carriage. Any expenses incurred by CCL in delivery or recovering equipment or attempting the same will be paid by the Customer. Unless otherwise agreed in writing, the Customer is responsible for loading, transporting and unloading the equipment.
- 3.3 Where arrangements have been made for CCL to be assisted by the Customer, if no suitable assistance is available, at the driver’s discretion, the delivery may be aborted.
- 3.4 Where size/weight restrictions or ground conditions affect site access, at the driver’s discretion the delivery or collection may be aborted.
- 3.5 CCL reserves the right to recharge additional costs of delivery and collection including, but not restricted to, dismantling equipment, parking fines, waiting time and toll charges.

- 3.6 Where any delivery or CCL vehicle is directed by the Customer to leave the public highway, the Customer will be responsible for any injury, loss or damage howsoever caused to the site and vehicle, and any associated recovery costs should the vehicle become stuck.
- 3.7 The Customer or any duly authorised person on behalf of the Customer shall receive and unload the Equipment and shall check the same for quantity and condition in the presence of CCL's Carrier.

4. Quality of Goods

- 4.1 The Goods are described in the Goods Specification
- 4.2 The Goods will be;
 - 4.2.1 be free from material defects in design, material and workmanship;
 - 4.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 4.2.3 be fit for any purpose held out by the Supplier.
- 4.3 Any breakdown or unsatisfactory working of Equipment shall be immediately notified to CCL.
- 4.4 The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from CCL.
- 4.5 If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify CCL immediately .
- 4.6 Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of CCL.

5. Customer's Obligations

- 5.1 The Customer shall:
 - 5.1.1 ensure that the terms of the Order and any information it provides in the Goods Specification are complete and accurate;
 - 5.1.2 the Customer shall ensure that the Equipment remains serviceable and clean during the hire period;
 - 5.1.3 co-operate with the Supplier in all matters relating to the Services;
 - 5.1.4 prepare the venue for the supply of services;
 - 5.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 5.1.6 comply with all applicable laws, including health and safety laws;
 - 5.1.7 the Customer shall not remove, deface or cover up any of the Supplier's labels, plates, marks or designs on any Goods nor apply any Customer mark or identifier indicating that the Goods are the Customer's property without obtaining the Supplier's written consent;
 - 5.1.8 the risk in Goods shall pass to the Customer on completion of the delivery;
 - 5.1.9 evidence of a relevant insurance policy to protect against the loss, theft or damage of equipment will be required and failure to produce this will result in a breach of Contract.

6. Charges and Payment

- 6.1 The price for Goods shall be set out in the quotation.
- 6.2 The Customer shall pay each Invoice submitted by the Supplier by the due date set out in the Invoice and/or the Formal Documentation and in full and in cleared funds to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.
- 6.3 Any Queries must be raised within 7 days of receipt of invoice.
- 6.4 Where payments are not made on the due date CCL will be entitled to charge interest on the amount that is overdue at the Handelsbanken base rate prevailing for the period for which such

monies are overdue together with 8% calculated on a day to day basis compounded with quarterly rests. An administration charge will also be payable in line with the “late payment of commercials debts act 1998.

- 6.5 If the Customer requires an Invoice to be submitted against a formal purchase order, the Customer shall be responsible for ensuring the purchase order is issued before any Goods have been supplied by the Supplier.
- 6.6 The Customer must notify CCL in writing of any cancellation or reduction of services before the hire.
- 6.7 CCL shall be entitled to levy the following charges in the event of a cancellation in reference to the start of the hire period-
 - 6.7.1 30 days or more no charge
 - 6.7.2 14-30 days 20% of total hire charge
 - 6.7.3 3-13 days 50% of total hire charge
 - 6.7.4 2 days or less 100% of total hire charge.

7. Intellectual Property Rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

8. Data Protection

- 8.1 All applicable data protection and privacy legislation in force in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority will be complied with by both Parties.

9. Confidentiality

- 9.1 Both Parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which either Party has obtained, except as authorised by the other Party or as required by law. The obligations of confidentiality will apply during the Term and will survive for a period of two years after termination of this Agreement.

10. Limitation of Liability

- 10.1 CCL's liability for any defect in the equipment shall be limited to and in no case exceed: (a) any manufacturer's warranty sold with the equipment; or if there shall be none (b) replacement or repair of the defective equipment; or (c) CCL's option a refund of the price.
- 10.2 Consequential losses: Nothing in these terms and conditions shall make CCL liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery non delivery unsuitability incompatibility or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same.
- 10.3 CCL accept no responsibility for any claim arising from injury or loss in relation to its equipment and/or structures except where negligence can be established.

11. Termination

- 11.1 During the hire, CCL shall be entitled to terminate the Contract with immediate effect and to repossess the Goods if at any time: The Customer is in breach of these terms. Such termination shall not affect the right of CCL to recover from the Customer any monies due under this Contract, interest, consequential loss or damages for breach.
- 11.1.1 The Customer hereby authorises CCL to enter upon any property upon which CCL reasonably believe any Goods to be and CCL in their absolute discretion may recover and remove the Goods.
- 11.2 During the hire, the Customer shall be entitled to terminate the Contract with immediate effect by giving notice to CCL if;
- 11.2.1 CCL commits a material breach of any term of the Contract and fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 11.2.2 In such termination, the Customer shall immediately pay to the supplier all of the Supplier's outstanding unpaid invoices and interest.

12. Force Majeure

- 12.1 Although the Supplier shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

13. Notices

- 13.1 Any notice given to a Party under or in connection with the Contract shall be given in writing and delivered to the Parties at its registered office (if a company), its principal place of business or any other address agreed in writing by the Parties.

14. Timeline

- 14.1 The Parties agree that strict adherence of the agreed-upon timelines and deadlines is essential for the satisfactory performance of the Services. Amendments may be made from time to time by agreement of the Parties.

15. Severance

- 15.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

16. Waiver

- 16.1 The waiver by either Party of breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

17. Governing Law

- 17.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.