

**INGLEWOOD DISTRIBUTION & POWER
TERMS & CONDITIONS FOR THE HIRING OF EQUIPMENT.**

1. DEFINITIONS

- 1.1. **Commencement Date** means the date on which the Period of Hire commences, as set out on the front page hereof.
- 1.2. **Deposit** means the amount set out on the front page hereof.
- 1.3. **Equipment** means the electrical distribution and power boxes, sockets, cabling and other accessories, as set out on the front page hereof.
- 1.4. **Period of Hire** means the period set out on the front page hereof.
- 1.5. **Rental Fee** means the amounts set out on the front page hereof.

2. HIRE CHARGES

- 2.1. The Hirer shall pay the Deposit to Inglewood in cleared funds prior to the Commencement Date. Deposits are set at Inglewood's discretion at amounts reasonably required, taking into account the value of the Equipment being let. The Deposit will be offset against any monies owed by the Hirer to Inglewood. Deposit balances are refunded upon return to the Hirer of the Equipment in good condition. Balances of the Deposit will be paid to the Hirer within 7 business days.
- 2.2. Unless otherwise agreed in writing, the Hirer agrees to pay the Rental Fee by way of *[++Bacs or electronic transfer or by Standing Order into Inglewood's bank account or by cheque++]* in advance and at the payment intervals stipulated on the first page hereof. Time of payment shall be of the essence for this Agreement.
- 2.3. Should the Hirer wish to cancel its order prior to the Commencement Date, the Hirer shall give written notice of such intention to Inglewood at least [five] working days prior to the Commencement Date. If the Hirer fails to give [five] working days notice, Inglewood is entitled to payment of a cancellation fee equal to [50%] of the first installment of the Rental Fee in respect of any loss suffered in preparing the Equipment, and keeping it available for hire.
- 2.4. Without prejudice to any other rights that Inglewood may have, the Hirer is entitled (both before and after Judgment) to charge daily interest on overdue amounts, at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 from the payment date until the outstanding balance is paid in full. Interest shall accrue notwithstanding the termination of this Agreement.
- 2.5. All sums referred to within the front page of this Agreement are stated exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced and which shall (if applicable) be charged by Inglewood and payable by the Hirer in the same manner as the Rental Fee.
- 2.6. The Rental Fees and any additional amounts payable pursuant to clause 2.5 shall be due in full to the Hirer in accordance with the terms of this Agreement and the Hirer shall not be entitled to exercise any set-off, lien or any other similar right of claim.

- 2.7. In addition, the Hirer shall pay to Inglewood on demand all costs, charges and expenses (including legal costs on a full indemnity basis) incurred by or on behalf of Inglewood in enforcing this Agreement, or ascertaining the whereabouts of and retaking the possession of the Equipment.

3. HIRER'S OBLIGATIONS

- 3.1. The Hirer shall sign to acknowledge receipt of the Equipment. Any shortages in the Equipment must be agreed and noted on the acknowledgement of receipt. Any defects in the Equipment shall be reported to Inglewood immediately.
- 3.2. Unless otherwise agreed in writing the Hirer shall be responsible for the collection of the Equipment on the Commencement Date and returning it to Inglewood on the End Date. Any Equipment transported by the Hirer is done so at the Hirer's risk and at the Hirer's own cost. The Hirer shall arrange for the return or collection of the Equipment with Inglewood during normal business hours. Should the Hirer fail to return the Equipment on the End Date, the Hirer shall remain liable for on-going Rental Fees until such Equipment has been returned.
- 3.3. All risk in and to Equipment shall vest in the Hirer whilst the Equipment is in its possession and the Hirer shall be responsible for all destruction, damage, loss, theft etc. of or to the Equipment. The Hirer shall immediately notify Inglewood in the event that any of the Equipment is damaged, lost, stolen or destroyed.
- 3.4. The equipment shall at all times remain Inglewood's property and the Hirer shall have no right to the Equipment other than as a hirer. The Hirer shall not do any act or thing whereby Inglewood's rights in respect of the Equipment are or may be prejudicially affected.
- 3.5. The Hirer shall not sell, lease assign, or dispose of or part with possession of the Equipment or this Agreement or permit any lien, mortgage, charge or other encumbrance to arise over it and shall keep it free from any distress, execution or other legal process.
- 3.6. The Hirer shall not without the prior written consent of Inglewood make any alterations, additions, modifications or improvements to the Equipment and any alterations, additions, modifications or improvements shall automatically vest in Inglewood without any further cost to Inglewood.
- 3.7. The Hirer shall keep the Equipment at the location stated in the front sheet to this Agreement, and shall not permit to become affixed to the premises or removed from such location without the prior written consent of Inglewood.
- 3.8. The Hirer is responsible for the safe and correct use of the Equipment (conforming with relevant legislation) and shall immediately notify Inglewood of any Equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure that any Equipment which is not supplied by Inglewood and is used with the Equipment also conforms with safety requirements.

- 3.9. Having regard to the value and technical components of the Equipment, the Hirer shall take good care of the Equipment and shall in particular ensure that it is stored in conditions and is handled, used and kept free of dirt, dust and water in a manner, that is/are suitable and appropriate for the nature thereof. The Hirer shall ensure the Equipment is kept in good and efficient working order and the Hirer shall be responsible to Inglewood for any damage caused to or deterioration of the Equipment other than through fair wear and tear.
- 3.10. The Hirer shall at all reasonable times permit Inglewood or its representatives to inspect and test the condition of the Equipment.
- 3.11. The Hirer shall operate the Equipment in accordance with the relevant legislation, regulations, guidelines and operating instructions, in particular those relating to health and safety and manufacturers' warranty requirements or recommendations, and shall ensure that it is operated safely and without risk to the health or life of any person.
- 3.12. The Hirer shall ensure that only a suitably skilled and experienced person sets up and operates the Equipment. The Hirer will be liable for any damage caused to the Equipment by incorrect set up or operation.

4. INSURANCE

- 4.1. The Hirer shall whilst the Equipment is in its possession be liable for the risk of all loss or damage to the Equipment and shall at the Hirer's expense insure and keep insured the Equipment to its full replacement value (the Policy) without excess or restriction, against fire, theft, accident or damage and other risks against which it is commercially prudent to insure. The Hirer shall notify its insurer that the Equipment is on hire from Inglewood and request them to endorse the Policy recording Inglewood's interest in the Equipment and further recording that Inglewood is the loss payee and that all sums payable under the Policy shall be paid to Inglewood until its interest has been fully satisfied.
- 4.2. Without limiting the generality of the foregoing, the Policy shall insure Inglewood and the Hirer against all liability to the Hirer's employees and to third parties for damage, loss, injury or death caused by the Equipment or by its use or operation.
- 4.3. The Hirer shall indemnify and keep Inglewood indemnified against all loss or damage not recoverable under the Policy.
- 4.4. The Hirer shall promptly pay all premiums due under the Policy, and shall not do or omit any act, matter, or thing which may invalidate or vitiate the Policy.
- 4.5. The Hirer shall furnish Inglewood on request with a copy of the Policy and premium receipts. Without prejudice to Inglewood's rights and the Hirer's obligations, if the Hirer fails to effect proper insurance or to pay any premium or other sum payable by it in respect of the Equipment, Inglewood may do so on behalf of and at the expense of the Hirer which shall reimburse Inglewood on demand.

5. INGLEWOOD'S RESPONSIBILITIES

Should any Equipment malfunction other than as a result of any act or omission by the Hirer, its employees, agents or sub-contractors or as a result of any damage thereto whilst in the Hirer's possession, then Inglewood shall at its option, as soon as is reasonably possible, repair the Equipment or substitute it with items of a similar specification. The Hirer shall not be liable for any Rental Fees whilst the Equipment is unavailable in these circumstances. Inglewood's liability as a result of any such malfunction shall be limited to such repair or substitution and to the refund of any Rental Fees as aforesaid.

6. LIABILITY

- 6.1. Save as expressly provided for, Inglewood shall not be liable for loss caused by late or non-delivery of Equipment and/or unsuitability, breakdown, stoppage or lawful repossession of the Equipment.
- 6.2. The Hirer shall indemnify and keep Inglewood indemnified against all actions, proceedings, costs, claims, losses, charges and damages (including without limitation reasonable and properly incurred legal expenses) howsoever incurred and whenever arising, including, but not limited to, in relation to any physical damage or loss, personal injury or death, caused either directly or indirectly from the Hirer's negligent act or omission or breach or failure to carry out any of its obligations under this Agreement.
- 6.3. Inglewood shall not be liable for any damage, loss, personal injury or death suffered arising out of the improper use or misuse of the Equipment or arising from any application contrary to general acknowledged practices or uses or in the event that the Hirer's use of the Equipment is contrary to any general standards or regulations in force from time to time and the Hirer indemnifies Inglewood accordingly.
- 6.4. The Equipment is selected for hire by the Hirer and Inglewood does not let or supply the Equipment with any representation or warranty concerning the condition, performance, suitability or qualities of the Equipment and all representations, terms, conditions and warranties, whether relating to the capacity, quality, condition or use of the Equipment or to the satisfactory quality or suitability or fitness of the Equipment for a particular or any purpose, are excluded.
- 6.5. The provisions of clauses 6.2 and 6.3 shall extend to any act, omission or breach of contract by members of the Hirer's group, its associated companies, employees, agents, representatives, sub-contractors or any third party under its control.

6.6. In no circumstances set out or contemplated by this Agreement shall Inglewood be liable for any consequential, indirect or economic losses arising from negligence, breaches of contract, any act or omission or otherwise. "Indirect loss" includes, without limitation, loss of profits, loss of business or contracts and goodwill. The provisions of this clause 6.6 shall apply whether or not such losses were reasonably foreseeable or if the Hirer had been advised by Inglewood of the possibility of the same occurring. In relation to any claim or series of claims, Inglewood's maximum aggregate liability in contract, tort or otherwise howsoever arising out of or in connection with this Agreement shall be limited to the total Rental Fees payable for the Period of Hire, so far as such loss is not covered by insurance cover taken out by the Hirer.

6.7. No limitation of liability in this Agreement shall restrict Inglewood's liability for death or personal injury resulting from Inglewood's negligence. The Hirer acknowledges that the provision of the Equipment does not absolve the Hirer from any of the responsibilities, duties or obligations that Hirer may have in respect of the Health & Safety at Work Act 1974 or any other legislation relating to the Equipment.

7. TERMINATION

7.1. Without prejudice to clause 7.2, Inglewood shall be entitled to terminate this Agreement at any time by notice in writing to the Hirer if in Inglewood's sole discretion the Equipment is no longer being used in a manner consistent with the purposes for which it is being hired to the Hirer.

7.2. Inglewood may terminate this Agreement immediately at any time by written notice to the Hirer if:

- a) the Hirer is in breach of any of the terms of this Agreement and fails to remedy such breach (where such breach is remedial) within 3 days from the date on which Inglewood sends notice to the Hirer specifying the breach;
- b) the Hirer is unable to pay his debts as defined in Sections 123 or 268 of the Insolvency Act 1986 or a petition in bankruptcy or application for an interim order or administration order is presented or an interim order or bankruptcy order or receiving order or administration order is made to the Hirer or if the Hirer is a company and a receiver or an administrator is appointed of the whole or any part of the company's assets or a petition is presented or an order is made or a resolution passed to wind up the company or an administration order is made or a petition for an administration order is presented or if the Hirer is a partnership and the partnership is dissolved; or

7.3. Upon termination of this Agreement howsoever affected, the Hirer shall forthwith and at its own expense return the Equipment to Inglewood at an address specified by Inglewood

7.4. On termination of the Agreement, the Hirer must pay to Inglewood any outstanding charges for its usage of the Equipment up to the date of termination, together with any additional costs incurred by Inglewood and damages for any reasonable loss which Inglewood may have suffered in the termination of this Agreement.

7.5. Termination by Inglewood of the Agreement in accordance with the provisions of the Agreement shall be without prejudice to any other rights, remedies or claims which Inglewood may have against the Hirer.

8. NOTICES

All notices given or required to be given under or in connection with this Agreement will be in writing and sent to the address of the recipient set out above or such other address as the recipient designates by notice given in accordance with the provisions of this clause. Notices sent by email or facsimile shall be deemed to be received when sent if sent before 5pm on a business day but otherwise on the next business day. Notices delivered by hand shall be deemed to have been served when delivered, and notices sent by first class post, 2 working days after posting.

9. FORCE MAJEURE

Inglewood shall not be deemed to be in breach of this Agreement and for any failure or delay in performance of its obligations to the extent the same is attributable to a force majeure event (**Force Majeure Event**). A Force Majeure Event means any event outside the reasonable control of Inglewood including without limitation, Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes or lock-outs, and any other circumstance (whether or not of a class or kind mentioned) beyond their reasonable control.

10. GENERAL

10.1. This Agreement is personal between Inglewood and the Hirer, and neither Party may sell, assign, sub-contract or transfer any duties, rights or interest created under this Agreement and for the avoidance of any doubt no waiver by either Party of any of the requirements hereof or of any of its rights hereunder shall release the other from full performance of its remaining obligations stated herein.

10.2. This Agreement contains the entire agreement between the Parties in relation to its subject-matter and supersedes any other agreements between the Parties and shall prevail over any standard terms and conditions of the Hirer.

10.3. No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by both Parties.

10.4. If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

10.5. No term of this Agreement is intended for the benefit of any third party and the Parties do not intend that any term of this Agreement should be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.6. This Agreement shall be governed by, and construed in accordance with, the laws of England. All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts, to which the Parties irrevocably submit.