

Purple Wave AV Limited
Terms and conditions

1. Definitions / Meanings

For the purpose of these terms and conditions the following words shall have the following meanings.

"Company" Shall be Purple Wave AV Limited, Registered in England and Wales, Company number 54844760, 7 Wicker Arches, Walker Street, Sheffield, S3 8GZ, and will include any of its employees, agents and/or its assigned representative's

"Sales Products" Items available from the company for sale

"Hire Equipment" A physical item owned by or in the possession of the company and made available for hire or use to others. This includes all relevant accessories, transport packaging and manuals.

"Services" For all work performed by the company in connection with hiring Hire Equipment, selling a product or for work carried out on a work only basis. This includes delivery, installation and collection.

"Client" The person/s, company, firm, organisation or other entity and/or their representatives who wish the company to provide services, sales products or Hire Equipment for their use.

"Contract" A contract between the client and company of which these terms and conditions are incorporated.

"Hire Period" The time an item/s of hire equipment is not in the possession of or available to the company for its use. This includes weekends and all public holidays. The period comes to an end when:

a. The client returns the Hire Equipment to the company in good working condition,

b. The company collect the Hire Equipment from the client at an agreed time and venue.

c. A new replacement piece of Hire Equipment to the company's specifications is delivered to the company or

d. Cleared funds are made available to the company to the value of a new replacement.

"Liability" means liability for all hire equipment, sales products and associated accessories against damage, losses and theft and any claims, proceedings, actions, awards, expenses, costs and any other liabilities.

"Booking" Confirmation (written or verbal) from the client to the Company requesting hire equipment, sales products and/or services.

2. Basis of contract

2.1 Hire Equipment is hired subject to availability.

2.2 Where hire of the Hire Equipment is to a Client who is an individual and the hire would be covered by the Consumer Credit Act 1974, the duration of the hire shall not exceed 3 months. Accordingly the hire of any Hire Equipment is not covered by the Consumer Credit Act 1974.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Client which may not be excluded or limited due to the Client acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall, to that extent, have no force or effect.

2.4 Nothing in this Contract is intended to limit a consumer's existing legal rights.

2.5 No waiver by the Company of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

2.6 The Client shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

2.7 The Client accepts responsibility for the selection of all Hire Equipment.

2.8 Ownership of Hire Equipment remains the property of The Company at all times.

2.9 The Client may re-hire the Hire Equipment to a third party only with the prior written consent of the Company.

2.10 Bookings will only be confirmed on receipt by the company of a signed quotation produced by the company. Verbal orders are acceptable only in extreme circumstances and no liability will be accepted for shortfalls.

3. Payment and Charges

3.1 The Client shall pay for the hire equipment, sales products and/or for any Services, Products and/or any other sums payable under the contract to the Company at the time and in the manner agreed. Unless otherwise agreed in writing, payment shall be required prior to the supply of any hire equipment, sales products or service provided. The Company's prices are exclusive of any applicable VAT for which the Client shall additionally be liable.

3.2 Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.

3.3 If the Client fails to make payment in full by the due date the Company may charge the Client interest (both before and after judgment) on the amount unpaid pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and compensation pursuant to the Late Payment of Commercial Debts Regulations 2002. The Client shall pay all sums due to the Company under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.4 Any Discount offered by the company, is done so in goodwill. In the event of non-payment or payment out of terms, any such discount will be withdrawn and the full undiscounted amount will become due.

3.5 In the event that the company sees it necessary to start recovery proceedings, there shall be an administration charge of £100+VAT to cover administration. This is over and above any recovery fees incurred.

3.6 The Company may set a reasonable credit limit for the Client. The Company reserves the right to terminate or suspend any Contract in respect hire equipment, sales products and/or provision of services if allowing it to continue would result in the Client exceeding its credit limit or if the credit limit is already exceeded.

3.7 Cancellation Fees:

(i) Hire Equipment

Contract cancellation fees apply in all circumstances unless amended in writing by The Company when the booking is made. These fees shall be calculated by the period of time between which written confirmation of cancellation is received by The Company and the time that the hire Equipment is due to leave The Company's premises :

Above 14 days = 0% of Hire Charge
Between 7 & 14 days = 10% of Hire Charge
Between 3 & 7 days = 25% of Hire Charge
Between 1 & 3 days = 50% of Hire Charge
Less than 1 day = 100% of Hire Charge

(ii) Sales Products

A 50 % restocking fee will apply in all circumstances unless amended in writing by The Company when an order is placed.

4. Title

4.1 Hire Equipment

The title of all Hire Equipment remains at all times with the Company. The Client has no right, title or interest in the Hire Equipment except that they are hired to the Client. The Client shall not permit to be done, any act or action which might prejudice or

interfere with The Company's right of ownership or any other interest or rights in the Hire Equipment.

4.2 Sales Products

Ownership of Sales Products purchased transfers only when cleared funds are received in full by The Company. Title in any Sales Products remains with the Company until cleared funds have been received in full by the Company from the Client.

5. Risk

5.1 Risk of the Hire Equipment and/or sales products will pass immediately to the Client when they leave the physical possession or control of the Company.

5.2 Risk in the Hire Equipment will not pass back to the Company from the Client until the Hire Equipment is back in the physical possession of the Company at the end of the hire period.

6. Insurance

Option 1: Use of the Company's Insurance Waiver Option

6.1.1 In consideration for an extra payment of 10% of the net invoice value, it will be agreed that although the client will not be party to the company's insurance policy and will not have any direct rights of action against the company's insurers, the company's insurers will not exercise their subrogation rights that they may have against the client in the event of loss and/or damage to the hire equipment.

6.1.2 Where The Company's insurance waiver option is taken (when available), this cover is subject but not limited to the following:

a. Any claim not paid by the company's insurers due to the imposition of these terms and conditions would make the client fully responsible for the company's losses.

b. The waiver applies only within the United Kingdom

c. A cover limit of £10,000 applies.

d. The client must take all reasonable precautions to protect the Hire Equipment at all times.

e. The waiver is restricted to accidental damage excepting when acts of negligence are evident, insufficient structure has caused Hire Equipment to fall and against some acts of theft only.

f. Theft is only on the basis of forcible and violent theft.

g. The client will be responsible if any loss is not immediately reported to the police and confirmation of the police address and crime reference number allocated is provided in writing to the Company.

h. An excess detailed in the table below applies to all claims – this will be the client's responsibility and prices exclude VAT.

Value of hire equipment	Excess
Up to £1,000	£200
£1,000 - £5,000	£350
£5,000 - £10,000	£1,000

i. The cover will exclude losses from unattended vehicles.

j. Any possible claim must be notified to the company within 12 hours and written confirmation must be received within 48 hours.

k. The cover provides for normal exclusions in respect of Terrorism, War, Radioactivity, Sonic bangs, etc.

l. The value of the Hire Equipment left at any one location is not to exceed £10,000 and Hire Equipment valued at more than £10,000 is not to be carried in any one vehicle.

m. Hire Equipment must not be left unattended at an unsecured venue.

n. In respect of exhibition venues, publicised build up and breakdown periods are excluded from the cover. Cover ceases on the final day of the show at the show's publicised close time. The client is liable for the Hire Equipment during these times and until an authorised representative of the company returns and collects the hire equipment, providing collection has been arranged.

o. It is the client's responsibility to notify the company of any changes to the publicised build up, breakdown and show close times. The company will endeavour to accommodate the revised delivery / collection times however cover will cease when the show closes.

p. The client will assist the Company and their insurers in dealing with any loss or claim and shall provide any documents or proof as needed.

q. Public liability insurance is not provided.

r. If any of the above conditions are not met, the company's insurance waiver option will become null and void. The hire equipment will then be subject to the conditions described in insurance option 2.

6.2 Option 2: Client is responsible for the Hire equipment

6.2.1 The Client agrees to insure or guarantee the Hire Equipment against loss, theft and/or damaged beyond economic repair, during the Hire Period. The cover must include replacement on a new for old basis of Hire Equipment and continuance of hire charges until the hire period ends.

6.2.2 It is the responsibility of the client to pursue any insurance claim/s with their insurer, any proceeds of such a claim will be paid to the company and the client will be liable for any shortfalls in cover and/or compensation. The liability is without prejudice to any of the Company's rights under contract.

6.2.3 The Client will be liable for continual hire charges of the hire equipment until the Company has been reimbursed in full the amount representing the replacement cost of such Hire Equipment.

7. Delivery, Collection and Services

7.1 If the Company agrees to deliver the Hire Equipment to the Client, it will do so at its standard delivery cost unless stated otherwise by the company and such delivery will form part of any Services.

7.2 Following the Client's request, The Company will endeavour to deliver or collect Hire Equipment at a time that best suits the Client's needs, provided details are confirmed at the time of booking. Any stated delivery date / time is an estimate only.

7.3 The Company reserve the right to remove the Hire Equipment at the Client's expense and without prior warning and with all monies still due, where it is felt that a breach of safety or security has not been accounted for and where it is felt that Hire Equipment could be damaged or lost. This condition does not relieve the Client of their own responsibilities in accordance with any other condition or conditions laid out in this Contract and is not an admission of liability in any way, for the safety or security of any given installation.

7.4 The Company shall have no Liability to the Client for any delay and/or non performance of a Contract to the extent that such delay is due to any events outside the Company's reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, terrorism, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

7.5 The Client will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, Hire Equipment and access to power supplies for the Company's employees, sub-contractors and/or agents to allow them to carry out the Services.

7.6 The Client will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

7.7 If any Services are delayed, postponed and/or are cancelled due to the Client failing to comply with its obligations in 7.5 and 7.6 the Client will be liable to pay the Company's additional standard charges for such delay, postponement and/or cancellation.

8. Care of Hire Equipment

8.1 Security of Hire Equipment - The Client accepts responsibility for Hire Equipment security until its collection by or return to The Company and undertakes not to sell, relinquish possession, alter, repair or modify it in any way.

8.2 The Client shall not interfere with the Hire Equipment, their working mechanisms or any other parts of them and will take reasonable care of the Hire Equipment and only use them for their proper purpose in a safe and correct manner, in accordance with any operating and/or safety instructions provided or supplied to the Client and notify the Company immediately after any breakdown, loss and/or damage to the Hire Equipment.

8.3 The Client shall be responsible for all expenses, loss (including loss of Hire Charges) and/or damage suffered by the Company arising from any breakdown of the Hire Equipment due to the Client's negligence, misdirection and/or misuse of the Hire Equipment, non-accidental damage by any third party or where the responsibility for the Hire Equipment failure is proven not to be the fault of The Company. This includes possible technical support, callouts and mileage at the current rates.

8.4 The client is responsible for the safe and correct operation of The Hire Equipment by persons not under the influence of alcohol or drugs and for its constant supervision especially within the range of animals and children.

8.5 The Client will immediately notify The Company of any Hire Equipment breakdown or shortcoming without attempt at repair.

8.6 The Client will ensure any non Company Hire Equipment used in conjunction with or attached to Hire Equipment is both compatible and conforms with all current safety requirements.

8.7 The Client shall operate all Hire Equipment on the relevant mains power supply only at the correct voltage with relevant safety systems in force and not allow any Hire Equipment whatsoever to be attached by any means to portable generated power, without prior consent from the company.

8.8 The Client shall keep the Hire Equipment in the same order and condition as at the commencement of the hire period.

8.9 If the Hire Equipment is returned in damaged, unclean and/or defective state except where due to fair wear and tear, the Client shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Hire Equipment to a condition fit for re-hire and Hire Charges until such repairs and/or cleaning have been completed.

8.10 If the hire equipment is return with missing essential items resulting in the hire equipment being unfit for re-hire, the client will be responsible or continued hire charges until the items are returned or replaced.

8.11 If the hire equipment is returned with missing non essential items the client will be charged for these unless they are received by the company within 72 hours of the hire period ending.

8.12 The Client must take adequate and proper measures to protect the Hire Equipment from theft, damage and/or other risks; keep the Hire Equipment at all times in their possession and control and not to remove the Hire Equipment without the prior written consent of the Company; not do or omit to do any thing which will or may be deemed to invalidate any policy of insurance related to the Hire Equipment; not continue to use Hire Equipment where they have been damaged and will notify the Company immediately if the Hire Equipment is involved in an accident resulting in damage to the Hire Equipment, other property and/or injury to any person.

9. Supply of Hire Equipment and Services and Limitation of Liability:

9.1 The Company may substitute items of similar quality, specification or performance when necessary. The liability of The Company for claims is to the full value of the quoted / estimated hire only and does not extend to any additional financial loss and / or consequential loss of any sort caused by The Company (directly or indirectly) - this includes late or non-delivery of Hire Equipment and / or services, unsuitability, breakdown, termination, stoppage or lawful repossession.