

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“Clause” means a clause of these conditions;

“Contract” means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Hire Goods;

“Cooling Off Period” as defined in clause 4.1.3;

“Customer” means the person, firm, company or other organisation hiring Hire Goods;

“Deposit” means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

“Expenses” means any additional costs, disbursements or fees which the Supplier has incurred (including but not limited to parking fees, tolls, congestion charges, mileage, transport fares and charges for overnight accommodation), or has agreed to incur, in respect of or arising out of the Contract.

“Force Majeure” means any road traffic accident whether outside a party’s reasonable control or not and any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, pandemic or epidemic, explosion, terrorism, governmental actions, partial or total malfunction of Hire Goods and any other similar events;

“Hire Goods” means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Customer;

“Hire Period” means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Supplier’s possession; or (ii) the physical repossession or collection of Hire Goods by the Supplier;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Rental” means the Supplier’s charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

“Supplier” means Fisher Presentations Limited (company number 05440851) whose registered office is at 68 Argyle Street, Birkenhead, Wirral, CH41 6AF and will include its employees, servants, agents and/or duly authorised representatives; and

“Services” means the services and/or work (if any) to be performed by the Supplier for the Customer whether or not in conjunction with the hire of Hire Goods or the sale of any products including any delivery, collection service, repair and/or maintenance for the Hire Goods including but not limited to any installation, building and/or testing works at any venue.

2 BASIS OF CONTRACT

- 2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier's control.
- 2.2 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.
- 2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. (Where the Customer is acting as a consumer any provision which is marked with an asterisk may, subject to determination by the Courts, have no force or effect.) For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

3 CANCELLATION

- 3.1 Subject to Clauses 3.3 and 4, the Customer may cancel the Contract without charge by notifying the Supplier in writing 21 days or more before the agreed date for despatch by the Supplier to the Customer or collection by the Customer from the Supplier of the Hire Goods.
- 3.2 Subject to Clauses 3.3 and 4, the Customer may cancel the Contract on less than 21 days before the agreed date for despatch by the Supplier to the Customer or collection by the Customer from the Supplier of the Hire Goods but the Customer shall pay to the Supplier an amount equal to such percentage of the total payments to be made by the Customer under the Contract as corresponds with the amount of time remaining to such despatch or collection when the Contract is cancelled as set out below.
- | Time before despatch/collection | Cancellation fee (% of total payments to be paid by the date of despatch/collection Customer under the Contract) |
|---------------------------------|--|
| 15-20 days | 25% |
| 8-14 days | 50% |
| 4-7 days | 75% |
| 3 days or less | 100% |
- 3.3 If the Supplier is to perform any Services and the Customer cancels the Contract in accordance with Clause 3.1 or 3.2 above, the Customer shall in addition to any cancellation fee due to the Supplier indemnify and keep indemnified the Supplier on a full indemnity basis for all costs, demands, expenses, penalties, losses (including any direct or indirect consequential losses) and liabilities suffered by the Supplier in relation to the Contract to include but not limited to:
- 3.3.1 any fees and/or penalties imposed on the Supplier by any third party in relation to the Services, and/or Hire Goods including but not limited to Expenses incurred or agreed to be incurred and which cannot be cancelled the Supplier without penalty;
- 3.3.2 any internal business costs of the Supplier in relation to the Services and/or the Hire Goods; and
- 3.3.3 any lost profit suffered by the Supplier in relation to such cancellation.
- 3.4 Any Deposit shall not be refunded by the Supplier if the Customer cancels the Contract.
- 3.5 The Supplier shall have no Liability to the Customer in relation to any Contract cancelled in accordance with this Clause.

4 CONSUMER RIGHTS TO END THE CONTRACT

- 4.1 This clause 4 shall only apply when the Customer enters into a Contract as a Consumer. The Customer's right to end the Contract will depend on what has been bought, whether there is anything wrong with it, how the Supplier is performing and when the Customer decides to end the Contract:
- 4.1.1 If what has been bought is faulty or misdescribed, the Customer may have a legal right to end the Contract (or to get the Hire Goods repaired or replaced or the Services re-performed or to get some or all of the charges back), see clause 14;

- 4.1.2 If the Customer wants to end the Contract because of something the Supplier has done or told the Customer it is going to do, see clause 4.2;
- 4.1.3 If the Customer has just changed its mind about the Hire Goods or Services, see clause 4.3. The Customer may be able to get a refund if it is within the Cooling-Off Period, but this may be subject to deductions and it will have to pay the costs of return of any Hire Goods.
- 4.2 If the Customer is ending a Contract for a reason set out at (a) to (e) below the Contract will end immediately and the Supplier will refund the Customer in full for any Hire Goods or Services which have not been provided. The reasons are:
- 4.2.1 the Supplier has told the Customer about an upcoming change to the Hire Goods, Services or these terms which it does not agree to;
- 4.2.2 the Supplier told the Customer about an error in the price or description of the Hire Goods or Services the Customer has ordered and it no longer wishes to proceed;
- 4.2.3 there is a risk that supply of the Hire Goods or Services may be significantly delayed because of events outside the Supplier's control;
- 4.2.4 the Supplier has suspended supply of the Hire Goods or Services for technical reasons, or notifies the Customer that the Supplier is going to suspend them for technical reasons, in each case for a period of more than 30 days or
- 4.2.5 the Customer has a legal right to end the Contract because of something the Supplier has done wrong.
- 4.3 Consumers have a right to change their mind pursuant to the Consumer Contracts Regulations 2013. For most contracts concluded online the Customer has a legal right to change its mind within 14 days and receive a refund. These rights means that the Customer may give the Supplier notice that it wishes to cancel the Contract within 14 days of the date of a Contract for the supply of Services and/or Hire Goods ("Cooling Off Period").
- 4.4 The Customer does not have a right to change its mind in respect of the Services and/or the hire of the Hire Goods, once these have been completed, even if the Cooling Off Period is still running.
- 4.5 How long the Customer has to change its mind depends on what has been ordered and how it is delivered. If Hire Goods have been ordered and/or Services have been bought, the Customer has 14 days after the day the Supplier emails to confirm the order. However, once the Hire Period has ended or the Supplier has completed the Services the Customer cannot change its mind, even if the Cooling Off Period is still running. If the Customer cancels after the Supplier has supplied the Hire Goods or started the Services, the Customer must pay the Supplier for the Hire Period or the Services provided up until the time it notifies the Supplier that it has changed its mind.
- 4.6 Even if the Supplier is not at fault and the Customer does not have a right to change its mind (see clause 4.1), it can still end the Contract before it is completed, but may have to pay compensation. A Contract for the supply of the Hire Goods or Services is completed when Hire Period finishes or the Supplier has finished providing the Services and the Customer has paid for them. If the Customer wants to end a Contract before it is completed where the Supplier is not at fault and the Customer had paid for them. If the Customer wants to end a Contract before it is completed where the Supplier is not at fault and the Customer has not changed its mind, it can just contact the Supplier. The Contract will end immediately and the Supplier will refund any sums paid for the unused Hire Period or Services not provided but may deduct from that refund (or, if the Customer has not made an advance payment, charge it) reasonable compensation for the net costs the Supplier will incur as a result of ending the Contract, which the Supplier estimates to be as set out in clause 3.2.

5 PAYMENT

- 5.1 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.
- 5.2 The Customer shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed. If any Hire Goods are returned after the date stated in the Contract for return, the Customer shall pay to the Supplier an additional sum equal to the Rental for such late period plus an amount equal to [25%] to reflect the additional costs, charges and disruption to other customers in respect of such late return.

- 5.3 The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable. Unless otherwise stated the Customer shall pay all Expenses incurred by the Supplier in delivery of any Hire Goods, delivery of any Products and/or performance of any Services.
- 5.4 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- 5.5 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.
- 5.6 Any monies received by the Supplier from the Customer may be applied by the Supplier at its option against any additional administrative costs and interest charged prior to application against any principal sums due from the Customer against which it may be applied in any order.
- 5.7 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 5.8 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

6 RISK AND OWNERSHIP

- 6.1 Risk in the Hire Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
- 6.2 If the Supplier agrees to deliver the Hire Goods to a location agreed between the Supplier and the Customer, risk in the Hire Goods shall pass to the Customer immediately upon the Supplier leaving the Hire Goods at such location.
- 6.3 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.
- 6.4 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer.
- 6.5 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.
- 6.6 The Customer shall either:
- 6.6.1 pay the Supplier to assume the risks set out in Clause 6.1 in respect of the Hire Goods at an additional cost of 12.5% of the gross Rental ("Additional Cost"). For the purpose of this Clause 6.6.1, gross Rental means the rental payable by the Customer as provided in the Supplier's price list from time to time without any discounts or special rates (if any) offered to that Customer ; or
- 6.6.2 insure the Hire Goods on such reasonable terms and for such reasonable risks as the Supplier may specify and provide the Supplier with evidence of such insurance. The proceeds of any such insurance shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.
- 6.7 If the Supplier agrees to assume risks in the Hire Goods in accordance with Clause 6.6.1, such risks shall only include loss of and/or damage to the Hire Goods resulting from accidental damage, third party theft following forced entry to the Customer's premises (supported by a police incident number) and/or fair wear and tear and shall be subject to Clauses 6.8, 10, 12 and 13. For the avoidance of any doubt, such risk shall not include deliberate damage or theft.

- 6.8 If the Supplier agrees to assume risks in the Hire Goods in accordance with Clause 6.6.1, in the event of a claim by the Customer in respect of a risk specified in Clause 6.7, the Customer shall pay to the Supplier the applicable Customer contribution set out below under the heading "Customer contribution."

Value of Hire Goods	Customer contribution
£0.01 - £250	£0
£250.01 - £500	£100
£500.01 - £750	£150
£750.01 - £1,000	£200
£1,000.01 +	£250

No payment shall be deemed to have been received until the Supplier has received payment in full and cleared funds. For the avoidance of doubt, the Customer contribution payable shall be in addition to the Additional Cost provided in Clause 6.6.1.

7 DELIVERY, COLLECTION AND SERVICES

- 7.1 It is the responsibility of the Customer to collect the Hire Goods from the Supplier and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver or collect the Hire Goods to and/or from the Customer and/or to and/or from a location agreed between the Customer and the Supplier it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.
- 7.2 Times for the despatch, collection and/or delivery of the Hire Goods and/or for performance of the Services are estimates only and are not guaranteed. Time is not of the essence in relation to such dates.
- 7.3 If the Supplier fails to despatch or deliver Hire Goods, make Hire Goods available for collection and/or perform Services on any date agreed between the Customer and the Supplier, the Customer must notify the Supplier in writing. The Supplier shall use reasonable endeavours to despatch or deliver such Hire Goods, or make such Hire Goods available for collection and/or perform such Services within 7 days of receipt of such notification.
- 7.4 Where the Supplier provides Services, the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.
- 7.5 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer 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.
- 7.6 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation.

8 CARE OF HIRE GOODS

- 8.1 The Customer shall:-
- 8.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods 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 Customer;
- 8.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods and provide all such statements, information and assistance required by the Supplier in relation to any related insurance claim, crime report and/or proceedings brought by the Supplier;
- 8.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
- 8.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
- 8.1.5 permit the Supplier at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

- 8.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
- 8.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;
- 8.1.8 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Hire Goods which is notified to the Customer;
- 8.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
- 8.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
- 8.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

9 BREAKDOWN

- 9.1 Allowance will be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown.
- 9.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
- 9.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.
- 9.4 The Customer must not repair or attempt to repair the Hire Goods, or procure that a third party repairs or attempts to repair the Hire Goods, unless authorised to do so in writing by the Supplier.

10 LOSS OR DAMAGE TO THE HIRE GOODS

- 10.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of Clause 10.3, until such repairs and/or cleaning have been completed.
- 10.2 The Customer will pay to the Supplier the replacement cost on a new for old basis of any Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less any amount which the Supplier pays in accordance with Clause 6.6.1.
- 10.3 The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen, damaged beyond economic repair and/or rendered unusable. From that date until the Supplier has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods and/or repair the Hire Goods as quickly as possible using the monies paid under Clause 10.2 above.

11 TERMINATION BY NOTICE

- 11.1 Subject to clause 4, if the Hire Period has a fixed duration, the Customer may only terminate the Contract before the expiry of that fixed period in accordance with Clause 12.

- 11.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice. If no period of notice is agreed, the period of notice shall be 21 days' notice.
- 11.3 The Supplier shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the Customer.

12 DEFAULT

- 12.1 If the Customer:-
- 12.1.1 fails to make any payment to the Supplier when due without just cause;
 - 12.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 12.1.3 persistently breaches the terms of the Contract;
 - 12.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 12.1.5 pledges, charges or creates any form of security over any Hire Goods, ceases or threatens to cease to carry on business, or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - 12.1.6 being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
 - 12.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
 - 12.1.8 appears reasonably to the Supplier to be about to suffer any of the above events;
- then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Clause 12.2 below.
- 12.2 If any of the events set out in Clause 12.1 above occurs in relation to the Customer then:-
- 12.2.1 the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods and/or Products owned by the Supplier may be and repossess any Hire Goods and/or Products;
 - 12.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
 - 12.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
 - 12.2.4 all monies owed by the Customer to the Supplier shall immediately become due and payable.
- 12.3 Any repossession of the Hire Goods and/or Products shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods and/or Products.
- 12.4 Upon termination of the Contract the Customer shall immediately:
- 12.4.1 return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier; and
 - 12.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Products and/or any other sums payable under the Contract.

13 WARRANTY AND LIMITATION OF LIABILITY

- 13.1 The Supplier warrants that the Hire Goods shall substantially conform to their specification, be of satisfactory quality and fit for any purpose held out by the Supplier.
- 13.2 The Supplier shall use all reasonable endeavours to remedy, free of charge, any material defect in the Hire Goods which manifest itself during the Hire Period provided that:

- 13.2.1 the Customer notifies the Supplier of any defect in writing immediately upon the defect occurring;
- 13.2.2 the Supplier is permitted to make a full examination of the alleged defect;
- 13.2.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel; and
- 13.2.4 the defect did not arise out of any information or any other assistance supplied or furnished by the Customer.
- 13.3 Save as set out in clause 13.1 (equipment hire agreement), warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 13.4 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 13.5 Any defective Hire Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Hire Goods.
- 13.6 The Supplier shall have no Liability for defective Hire Goods and/or Services to the extent that the defect has been caused or contributed to by the Customer or any third party.
- 13.7 Notwithstanding the generality of clause 13.4, it is the Customer's responsibility to ensure that all networks are operational at an appropriate setting, that the location has uninterrupted Wi-Fi or internet access, ensure that the premises networks are suitably robust and fast enough for the Customer's purposes, that appropriate passwords are provided and firewalls disabled and all other similar matters that may be relevant in order to ensure that the Hire Goods are able to operate within a particular environment. The Supplier shall not be liable for any losses or failure of the Hire Goods that arise as a result of the Customer's default in respect of this clause 13.6.
- 13.8 *The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services have not been paid in full by the due date for payment.
- 13.9 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 13.10 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 13.11 *The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.
- 13.12 The Supplier shall have no Liability to the Customer for any:-
- 13.12.1 loss of profits;
- 13.12.2 damage to goodwill;
- 13.12.3 damage to reputation;
- 13.12.4 economic and/or other similar losses;
- 13.12.5 special damages;
- 13.12.6 business interruption, loss of business, contracts and/or opportunity; and/or
- 13.12.7 *consequential and/or indirect losses.
- 13.13 The Supplier and the Customer acknowledge and agree that any events in relation to which Hire Goods are to be used and/or Services are to be performed are the Customer's responsibility. The Supplier shall have no Liability to the Customer for any loss arising from delays in and/or cancellation of any such event.
- 13.14 The Supplier and the Customer acknowledge and agree that the Supplier shall have no Liability to the Customer for any loss arising from damage to electrical systems arising from use of the Hire Goods and/or performance of Services.
- 13.15 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract which is only for the supply of Hire Goods shall not exceed:
- 13.15.1 in the case where the Customer is acting as a consumer only, 2 times the amount of the Rental under that Contract or the sum of £1,000/€1250 whichever is the higher, and
- 13.15.2 in the case where the Customer is acting otherwise than as a consumer, an amount equal to the rental under that Contract or the sum of £1,000/€1,250 whichever is the higher;
- 13.16 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract which involves the supply of Hire Goods and Services or Services only shall not exceed;

- 13.16.1 in the case where the Customer is acting as a consumer only, 3 times the Rental and charges for Services under that Contract in the 12 months immediately preceding the act and/or omission giving rise to such Liability or the sum of £1,000/€1250 whichever is the higher,
- 13.16.2 In the case where the Customer is acting otherwise than as a consumer, an amount equal to the rental and charges for Services under that Contract or the sum of £1,000/€1,250 whichever is the higher.
- 13.17 To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 13.18 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- 13.18.1 Liability for breach of contract;
- 13.18.2 *Liability in tort/delict (including negligence); and
- 13.18.3 *Liability for breach of statutory duty;
- 13.18.4 Liability for breach of Common Law and/or on any other legal basis;
- except Clauses 13.11 and 13.12 above which shall apply once only in respect of all the said types of Liability.
- 13.19 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
- 13.20 The limitations in these Conditions are necessary for the Supplier to provide the Hire Goods and/or Services at its current prices. If the Customer requires greater protection, then the Supplier will consider providing such protection in return for payment of a higher price for the Hire Goods and/or Services.

14 GENERAL

- 14.1 Upon termination of the Contract the provisions of Clauses 5.2, 5.5, 5.6, 6, 7, 10.1, 10.2 and 10.3 shall continue in full force and effect.
- 14.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
- 14.3 The Customer 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 a Contract.
- 14.4 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
- 14.5 No waiver by the Supplier of any breach of the 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 a Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 14.6 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 14.7 All third party rights are excluded and no third parties shall have any rights to enforce a Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Clause" means a clause of these conditions;

"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the sale of Products;

"Cooling Off Period" as defined in clause 4.3;

"Customer" means the person, firm, company or other organisation purchasing the Products;

"Force Majeure" means any road traffic accident whether outside a party's reasonable control or not and any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, pandemic or epidemic, explosion, terrorism, governmental actions, partial or total malfunction of Hire Goods and any other similar events;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Products" means the products sold to the Customer by the Supplier as set out in the Suppliers quotation;

"Supplier" means Fisher Presentations Limited (company number 05440851) whose registered office is at 68 Argyle Street, Birkenhead, Wirral, CH41 6AF and will include its employees, servants, agents and/or duly authorised representatives; and

2 BASIS OF CONTRACT

2.1 The Customer's order for Products constitutes an offer by the Customer to purchase such Products in accordance with these terms and conditions. The Customer is responsible for ensuring that the terms of their order are complete and accurate.

2.2 The Customer order shall only be deemed to be accepted when the Supplier issues a written acceptance of the order, at which point the Contract shall come into existence.

2.3 Where the Customer wishes to purchase services with the Products (for example, installation and set up), the Supplier's Terms and Conditions for Services and Hire Goods shall apply in respect of such Services.

2.4 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. (Where the Customer is acting as a consumer any provision which is marked with an asterisk may, subject to determination by the Courts, have no force or effect.) For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

3 CANCELLATION

3.1 Subject to Clauses 3.3 and 4, the Customer may cancel the Contract without charge by notifying the Supplier in writing 21 days or more before the agreed date for despatch by the Supplier to the Customer or collection by the Customer from the Supplier of the Products.

- 3.2 Subject to Clauses 3.3 and 4, the Customer may cancel the Contract on less than 21 days before the agreed date for despatch by the Supplier to the Customer or collection by the Customer from the Supplier of the Products but the Customer shall pay to the Supplier an amount equal to such percentage of the total payments to be made by the Customer under the Contract as corresponds with the amount of time remaining to such despatch or collection when the Contract is cancelled as set out below.
- | Time before despatch/collection Customer under the Contract | Cancellation fee (% of total payments to be paid by the date of despatch/collection) |
|---|--|
| 15-20 days | 25% |
| 8-14 days | 50% |
| 4-7 days | 75% |
| 3 days or less | 100% |
- 3.3 The Supplier shall have no Liability to the Customer in relation to any Contract cancelled in accordance with this Clause.

4 CONSUMER RIGHTS TO END THE CONTRACT

- 4.1 This clause 4 shall only apply when the Customer enters into a Contract as a Consumer. The Customer's right to end the Contract will depend on what has been bought, whether there is anything wrong with it, how the Supplier is performing and when the Customer decides to end the Contract:
- 4.1.1 If what has been bought is faulty or misdescribed, the Customer may have a legal right to end the Contract (or to get the Products repaired or replaced or to get some or all of the charges back), see clause 10;
- 4.1.2 If the Customer wants to end the Contract because of something the Supplier has done or told the Customer it is going to do, see clause 4.2;
- 4.1.3 If the Customer has just changed its mind about the Product, see clause 4.3. The Customer may be able to get a refund if it is within the Cooling-Off Period, but this may be subject to deductions and it will have to pay the costs of return of any Products.
- 4.2 If the Customer is ending a Contract for a reason set out at (a) to (e) below the Contract will end immediately and the Supplier will refund the Customer in full for any Products which have not been provided. The reasons are:
- 4.2.1 the Supplier has told the Customer about an upcoming change to the Products or these terms which it does not agree to;
- 4.2.2 the Supplier told the Customer about an error in the price or description of the Products the Customer has ordered and it no longer wishes to proceed;
- 4.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside the Supplier's control;
- 4.2.4 the Supplier has suspended supply of the Products for technical reasons, or notifies the Customer that the Supplier is going to suspend them for technical reasons, in each case for a period of more than 30 days or
- 4.2.5 the Customer has a legal right to end the Contract because of something the Supplier has done wrong.
- 4.3 Consumers have a right to change their mind pursuant to the Consumer Contracts Regulations 2013. For most Products bought online the Customer has a legal right to change its mind within 14 days and receive a refund. These rights means that the Customer may give the Supplier notice that it wishes to cancel the Contract within 14 days of the date of delivery of the Products ("Cooling Off Period").
- 4.4 The Customer does not have a right to change its mind in respect of:
- 4.4.1 sealed audio or sealed video recordings once these Products are unsealed after receipt; and
- 4.4.2 any Products which become mixed inseparable with other items after their delivery.
- 4.5 How long the Customer has to change its mind depends on what has been ordered and how it is delivered. In the case of the Products it has 14 days after the day it receives the Products, unless:
- 4.5.1 the Products are split into several deliveries over different days, in which case it has until 14 days after the day it receives the last delivery to change its mind about the Products.
- 4.5.2 the Products are for regular delivery over a set period in which case it has until 14 days after the day it receives the first delivery of the Products.
- 4.6 Even if the Supplier is not at fault and the Customer does not have a right to change its mind (see clause 4.1), it can still end the Contract before it is completed, but may have to pay compensation. A Contract for the Products is completed when the Products are delivered and paid for. If the Customer wants to end a Contract before it is completed where the Supplier is not at fault and the Customer has not changed its mind, just contact

the Supplier. The Contract will end immediately and the Supplier will refund any sums paid for the Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the Contract which the Supplier estimates to be as set out in clause 3.2.

5 PAYMENT

- 5.1 The amount of any Deposit, shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required it must be paid in advance of the Supplier delivering the Products or making them available for collection by the Customer.
- 5.2 The Customer shall pay for any Products and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed.
- 5.3 The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable. Unless otherwise stated the Customer shall pay for the costs of delivery in addition to the price of the Products.
- 5.4 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- 5.5 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.
- 5.6 Any monies received by the Supplier from the Customer may be applied by the Supplier at its option against any additional administrative costs and interest charged prior to application against any principal sums due from the Customer against which it may be applied in any order.
- 5.7 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

6 RISK AND OWNERSHIP

- 6.1 Risk in any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
- 6.2 If the Supplier agrees to deliver the Products to a location agreed between the Supplier and the Customer, risk in the Products shall pass to the Customer immediately upon the Supplier leaving the Products at such location.

7 RETENTION OF TITLE

- 7.1 Until ownership of Products passes to the Customer, the Customer shall hold the Products and each of them on a fiduciary basis as bailee for the Supplier. The Customer shall store the Products (at no cost to the Supplier) separately from all other goods in the Customer's possession and marked in such a way that they are clearly identified as the Supplier's property. The Customer agrees that the Supplier's employees and/or agents shall be entitled to enter the Customer's premises to check compliance with this Clause.
- 7.2 Despite the Products remaining the property of the Supplier, the Customer may sell or use the Products in the ordinary course of its business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Customer. Until ownership in the Products passes from the Supplier the proceeds of sale or otherwise of the Products equivalent to the sum total of the Customer's debt to the Supplier shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Supplier's money.
- 7.3 Until ownership of the Products passes to the Customer, the Customer shall upon request deliver up such of the Products as have not ceased to be in existence or been resold. If the Customer fails to do so the Supplier's employees and/or agents may enter upon any premises owned occupied or controlled by the Customer where the Products are situated and repossess the Products.
- 7.4 The Customer shall not pledge or in any way charge by way of security any of the Products which are the property of the Supplier.

- 7.5 The Customer shall insure and keep insured the Products to the full market value against all normal risks until ownership in the Products passes to the Customer. The Customer shall whenever requested produce a copy of the policy of insurance to the Supplier. The Customer shall hold any proceeds of such policy of insurance in relation to the Products on trust for the Supplier upon receipt of the same.

8 DELIVERY, COLLECTION AND SERVICES

- 8.1 Times for the despatch and/or delivery of the Products are estimates only and are not guaranteed. Time is not of the essence in relation to such dates.
- 8.2 If the Supplier fails to despatch or deliver the Products the Customer must notify the Supplier in writing. The Supplier shall use reasonable endeavours to despatch or deliver such Products, or make such Products available for collection within 7 days of receipt of such notification.

9 DEFAULT

- 9.1 If the Customer:-
- 9.1.1 fails to make any payment to the Supplier when due without just cause;
 - 9.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 9.1.3 persistently breaches the terms of the Contract;
 - 9.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 9.1.5 pledges, charges or creates any form of security over any Hire Goods, ceases or threatens to cease to carry on business, or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - 9.1.6 being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
 - 9.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
 - 9.1.8 appears reasonably to the Supplier to be about to suffer any of the above events;
- then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Clause 13.2 below.
- 9.2 If any of the events set out in Clause 13.1 above occurs in relation to the Customer then:-
- 9.2.1 the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Products owned by the Supplier may be and repossess any or Products;
 - 9.2.2 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
 - 9.2.3 all monies owed by the Customer to the Supplier shall immediately become due and payable.
- 9.3 Any repossession of the shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Products.
- 9.4 Upon termination of the Contract the Customer shall immediately pay to the Supplier all monies for any Products and/or any other sums payable under the Contract:

10 WARRANTY AND LIMITATION OF LIABILITY

- 10.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period) the Products shall:

- 10.1.1 conform in all material respects with their description;
- 10.1.2 be free from material defects in design, material and workmanship and be fit for any purpose held out by the Supplier;
- 10.2 subject to clause 10.3, if
 - 10.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranties sets out in clause 10.1;
 - 10.2.2 the Supplier is giving a reasonable opportunity of examining such Products; and
 - 10.2.3 the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 10.3 The Supplier shall not be liable for the Products' failure to comply with the warranties set out in clause 10.1 if:
 - 10.3.1 the Customer makes any further use of such Products after giving notice in accordance with clause 10.2;
 - 10.3.2 a defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
 - 10.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - 10.3.4 the Customer alters or repairs such Products without the written consent of the Supplier;
 - 10.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
 - 10.3.6 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4 Save as set out in clause 10.1, warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 10.5 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 10.6 Any defective Products must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Products.
- 10.7 The Supplier shall have no Liability for defective Products to the extent that the defect has been caused or contributed to by the Customer or any third party.
- 10.8 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Products after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 10.9 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 10.10 *The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.
- 10.11 The Supplier shall have no Liability to the Customer for any:-
 - 10.11.1 loss of profits;
 - 10.11.2 damage to goodwill;
 - 10.11.3 damage to reputation;
 - 10.11.4 economic and/or other similar losses;
 - 10.11.5 special damages;
 - 10.11.6 business interruption, loss of business, contracts and/or opportunity; and/or
 - 10.11.7 *consequential and/or indirect losses.
- 10.12 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed:
 - 10.12.1 in the case where the Customer is acting as a Consumer only, 2 times the price of the Products under that Contract or the sum of £1,000/€1250 whichever is the higher, and
 - 10.12.2 in the case where the Customer is acting otherwise than as a Consumer, an amount equal to the price of the Products under that Contract or the sum of £1,000/€1,250 whichever is the higher.
- 10.13 To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

- 10.14 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- 10.14.1 Liability for breach of contract;
 - 10.14.2 *Liability in tort/delict (including negligence); and
 - 10.14.3 *Liability for breach of statutory duty;
 - 10.14.4 Liability for breach of Common Law and/or on any other legal basis;
- except Clause 10.12 above which shall apply once only in respect of all the said types of Liability.
- 10.15 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
- 10.16 The limitations in these Conditions are necessary for the Supplier to provide the Products at its current prices. If the Customer requires greater protection then the Supplier will consider providing such protection in return for payment of a higher price for the Products.

11 GENERAL

- 11.1 Upon termination of the Contract the provisions of Clauses 5.1, 5.2, 5.6 and 8 shall continue in full force and effect.
- 11.2 The Customer 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 a Contract.
- 11.3 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
- 11.4 No waiver by the Supplier of any breach of the 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 a Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 11.5 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 11.6 All third party rights are excluded and no third parties shall have any rights to enforce a Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.