

Terms and Conditions of Hire and Contract

1. GENERAL

All Contracts, whether oral or in writing, are entered into by the Company subject to these Conditions:

- (a) The Company means Onyx Presentations Limited and any other Company which shall from time to time be a subsidiary or holding Company (as defined by Section 154 of the Companies Act 1948) of Onyx Presentations Limited.
- (b) The Customer means the individual, firm, company or other person with whom the Company contracts.
- (c) The Contract means any contract entered into between the Company and the Buyer for the supply by the Company to the Buyer of the Goods and any other services the Company agrees to provide.

The Company may assign, sub-contract or sub-let the fulfilment or performance of the Contract or any part thereof. The Customer shall not assign the benefit or burden of the Contract without the written consent of the Company.

2. DESCRIPTION AND SPECIFICATION

- (a) The Company's quotations are provisional in that they may be changed by reference to any circumstances beyond the Company's control taking place between the date of quotation and the Customer's acceptance thereof and the Company reserves the right to change prices without having to reprint all stationery or promotional literature whereupon prices may be quoted.
- (b) The Company reserves the right to increase the contract price whether before or after the making of the Contract in circumstances where the Company reasonably believes that the Customer has under-ordered equipment or has under-estimated the amount of work involved in setting up equipment by the Company for and on behalf of the Customer or in any other circumstances where the Customer will require from the Company more goods or more services in order that the Company may fulfil the Contract.
- (c) (i) The full Contract price shall be paid by the Customer to the Company in the event of a failure of notification from the Customer to the Company of a cancellation of an event or promotion.
(ii) Full rental charge shall be paid by the Customer to the Company in the event of equipment being rented but not collected from the Company's premises.

4. DELIVERY

The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Customer. If delivered to the Customer the signature of any person purporting to be any employee of the Customer shall be sufficient evidence of delivery. The Company shall use its best endeavours to comply with any time schedules but will accept no liability for non delivery of Equipment or non arrival of technicians by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government, labour disputes and delays in transport.

5. TERMS OF PAYMENT

- (a) The Customer shall pay the contract price in full within 30 days of the date of the invoice.
- (b) If the Customer fails to pay the contract price in full within 30 days of the date of the invoice, the Customer shall immediately and without further demand become liable to pay all sums due under all other contracts made between the Company and the Customer notwithstanding that 30 days has not elapsed from the date of the invoice or invoices in respect of all other contracts.
- (c) The Customer shall pay interest on all sums due to the Company at the rate of 2% per month.
- (d) If any of the events specified in Clause 9 below occurs, the Customer shall become forthwith and without further notice liable to pay the contract price notwithstanding that 30 days have not elapsed from the date of the invoice in respect of the contract.

6. CLAIMS

- (a) The Company cannot be held responsible for the failure of the equipment or for any consequential loss or damage arising out of the use of the equipment or services provided by the Company's employees hired out to the Customer and the Customer acknowledges that by taking delivery of the equipment he accepts that it has been fully maintained and was in good and substantial repair before leaving the Company's premises.
- (b) The Company's liability in respect of any defect or failure of equipment supplied on hire is limited to making good such defect or failure by repair or replacement at the Company's option. Equipment will be returned to the original despatch destination. Additional costs incurred as a result of despatch to any other destination or as a result of priority carriage will be charged at the Company's discretion. In particular but without prejudice to the generality of the foregoing the Company will not be liable in any way for loss, damage, loss of profits or of contracts or any other consequential loss of any kind suffered by the Customer or any third party and whether caused by negligence or otherwise resulting from any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries thereto or any failure, error or mistake by any technicians or other staff of any nature provided by the Company.

7. INSURANCE

- (a) The Customer shall be responsible for any equipment lost, stolen, destroyed or damaged while in the Customer's custody and shall return it to the Company in the same condition and state in which it was hired.
- (b) Hired equipment must be insured in its replacement value by the Customer against physical loss or damage from the time the equipment leaves the Company's premises until it is returned and notification of the name of the insurers, policy number and confirmation that the Company's interest has been noted should be given to the Company prior to the equipment leaving the premises.

8. OWNERSHIP AND RETENTION OF TITLE

The Equipment remains at all times the property of the Company and the Customer shall have no right, title or interest therein save that of a hirer thereof under these Conditions. The Customer shall not sell or offer for sale, assign, mortgage or pledge the Equipment or any part or parts thereof or deal with the Customer's interest under these Conditions which interest is personal to the Customer and the Customer will keep the Equipment in his own possession for his own use and will not allow any lien or other incumbrance to be created in respect of the same.

9. RESCISSION OF CONTRACT

If any of the following events occur:-

- (a) If the Customer fails to pay any sum due to the Company under the contract or any other contract between the Company and the Customer
- (b) If the Customer is in breach of any term of the contract or any other contract between the Company and the Customer
- (c) If the Customer enters into a scheme of arrangements with its creditors
- (d) If the Customer ceases to trade or suspends payment of its debts
- (e) If the Customer convenes a meeting of creditors pursuant to Section 588 of the Companies Act 1985
- (f) If a Petition is presented for the winding up or bankruptcy of the Customer
- (g) If the Customer resolves that it should be voluntarily wound up
- (h) If the Customer is dissolved pursuant to Section 652 of the Companies Act 1985
- (i) If a Receiver is appointed over all or any of the assets or undertaking of the Customer

then the Company may at its sole and unfettered discretion (and without prejudice to any of its other rights against the Customer) by notice in writing to the Customer rescind the contract and/or suspend delivery of the goods and/or it shall thereupon be lawful for the Company to retake possession of the hired equipment and for that purpose to enter into or upon any premises where the same may be.

10. FORCE MAJEURE

Every effort will be made by the Company to carry out the contract based upon their estimate but the due performance of the contract work is subject to variation or cancellation owing to an Act of God, war, civil riots, strikes, lockouts, fire, flood, storm or drought or any other cause beyond the Company's control or owing to the inability to procure materials or articles except at increased prices.

11. LIMITATION OF THE COMPANY'S LIABILITY

The Company shall not in any circumstances be liable to the Customer or any third party for any claims in respect of loss of profits, special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the Equipment by the Customer.

12. SPECIAL TERMS AND CONDITIONS

- (a) The Customer undertakes not to interfere with or allow any other person to interfere with the mechanism or other parts of the equipment on hire and shall be responsible for any loss or damage to the equipment as a result or in consequence of interference.
- (b) The Customer shall keep the equipment at all times in his possession and control and in an environment suitable to the equipment and upon request by the Company shall promptly inform the Company of the whereabouts of the equipment.
- (c) The Company must be given prior notice whenever it is intended that the Company's equipment is to be used overseas or for any operation of a hazardous or unusual nature.
- (d) Any property belonging to the Customer and left on the Company's premises will be at the Customer's own risk.
- (e) The Customer may on no account remove, cover or deface any serial number plates, manufacturers' name plates or other identifying marks.

13. VARIATION, WAIVER AND REPRESENTATION

No variation, alteration or waiver of these Conditions shall be of any effect unless made in writing and signed by a director of the Company. The Company is not bound by any warranty or representation other than as contained in these Conditions.

14. PREVALENCE OF THESE CONDITIONS

These conditions shall prevail over the Customer's standard terms of contract in all cases and circumstances whatever (unless otherwise provided herein) and no term in the Customer's standard terms of contract to the contrary or inconsistent effect to these Conditions shall have any force or effect whatever.

15. SEVERANCE

If at any time one or more of the provisions of these Conditions becomes or is held illegal or unenforceable in any respect, the enforceability of the remaining provisions hereof shall not in any way be impaired or affected thereby.

16. GOVERNING LAW

The Contract is governed by English Law and the Company and the Customer shall submit to the jurisdiction of the English Courts.

17. QUOTATION AND PRICE

- a) The Company's quotations are provisional in that they may be changed by reference to any circumstances beyond the Company's control taking place between the date of quotation and the Customer's acceptance thereof and the Company reserves the right to change prices without having to reprint all stationery or promotional literature whereupon prices may be quoted
- b) The Company reserves the right to increase the contract price whether before or after the making of the contract in circumstances where the Company reasonably believes that the Customer has under-ordered equipment or has under-estimated the rental period of the amount of work involved in setting up equipment by the Company for and on behalf of the Customer or in any other circumstances where the Customer will require from the Company more goods or more services in order that the Company may fulfil the Contract.
- c) The full contract price shall be paid by the Customer to the Company in the event of a failure of notification from the Customer to the Company of a cancellation of an event or promotion.
(i) Full rental charge shall be paid by the Customer to the Company in the event of equipment being rented but not collected from the Company's premises.

18. CANCELLATION

In the event of the Customer wishing to cancel the contract or part thereof, cancellation will be effective only on receipt by the company of notification in writing of the cancellation. The Company reserves the right to charge cancellation fees in respect of the contract cancelled as follows:

- a) Cancellation less than 14 days but more than 7 days before the first day of the contract period: 25%
- b) Cancellation less than 7 days but more than 3 days before the first day of the contract period 50%
- c) Cancellation less than 3 days before the first day of the contract period: 100%