

The Power Behind Your Vision



Incorporating

Icthus Event Solutions Limited - Registered Company number 08365172; VAT Registration Number 161 6154 26

Icthus Electrical Limited - Registered Company Number 08365258

Icthus Equipment Hire Limited - Registered Company Number 08365461

Icthus Christmas Market & Lighting Solutions Limited - Registered Company Number 9113357

Christmas Markets
Events Management
Christmas Lighting Displays
Total Event Technical Solutions
Power Supply & Distribution Solutions
Electrical Installations and Maintenance
Live AV Production Broadcast
Temporary Road Surfaces
AV Display Screens
Sound Systems
Marquees
Lighting
Staging

Standard Terms & Conditions



COMPANY STANDARD TERMS AND CONDITION

1. Throughout these terms and conditions ICTHUS Group and any of its subsidiaries (ICTHUS Event Solutions Limited, ICTHUS Equipment Hire Limited, ICTHUS Electrical Limited AND ICTHUS Christmas Market & Lighting Solutions), shall be referred to as “the Company”. The person or entity hiring the company to design or install any fixed or temporary installation, or hiring generators and/or other machinery or equipment from the Company, shall be referred to as “the Hirer”. Generators and/or machinery or equipment will be referred to as “Equipment”.
2. Reference to “the period of hire” means the period of hire of the Equipment agreed by the Company and the Hirer and detailed on the Company’s invoice. The period of hire shall include the date of delivery and the date of return of the Equipment as agreed at the time of hire.
3. These terms and conditions (“Conditions”) shall apply to each contract of hire (“the Agreement”) entered into by the Company with the Hirer in relation to the hire of the Equipment.
4. The Hirer agrees to pay FULL rental fees (including VAT) to the Company in respect of the hire of the Equipment for the agreed period of hire. Payments are due upon collection of the Equipment or on receipt of an invoice from the Company if this has been previously agreed. If the Hirer fails to return the Equipment at the end of the period of Hire, the Hirer will pay additional rental at the standard daily or weekly rate (as appropriate) without any discounts previously agreed.
5. If a long term annual contract is cancelled prior to the end of the contract term then the hirer will remain liable in full for all equipment costs already incurred.
6. The Equipment shall at all times remain in the ownership of the Company, and the Hirer will have no right or title in the Equipment whatsoever. The Hirer shall not sell or otherwise part with control of the Equipment or assign, charge or create any sub-lease over or otherwise dispose of or abandon the Equipment, nor allow the Equipment to become seized or a fixture on any land or property. The Hirer shall not remove or deface any plate or marking on the Equipment identifying the Company as the owner of the Equipment.
7. The Equipment must be kept at the address to which the Hirer directs the Equipment to be delivered (“the Site”), or in the case of equipment which is collected from and / or returned to the Company will be used in the location specified at the time of the hire unless the Company otherwise agrees in writing. The Equipment shall not be removed from the Site to another Site without the prior written consent of the Company.
8. Where equipment has been hired for use in situations where the company is not responsible for installation / setup and de-rig (Known as ‘Dry Hire’), the Hirer is deemed to have selected and hired the Equipment in accordance with the Hirers specific requirements relying solely on the Hirers own skill and judgment. The Company takes no responsibility for the Hirer selecting the correct Equipment for the Hirers purpose. All terms, conditions and warranties as to the description, merchantability and fitness for the purpose of the Equipment are expressly excluded. Where the Company has contracted to install / operate / de-rig the equipment, this will be on the basis of previously agreed details. Any additions to the agreed contract will be chargeable at the standard rate as agreed at the time of hire. These additional costs will be included in the final invoice, or invoiced separately where the contract fee has already been paid.

9. The Company shall deliver the Equipment to the Site unless otherwise agreed in writing between the Company and Hirer. Where the Company's employees, servants or agents assist in the loading or unloading of the Equipment at the Site, or with the setup, operation or de-rig of equipment, they do so as servants or agents of the Hirer and under direction and control of the Hirer and as such the Hirer will be responsible for the safety of those servants or agents unless this work has been agreed as part of the contract. This includes situations where volunteer labour is used to supplement staff provided by the company.
10. Unless the Company receives notification to the contrary on the date of delivery of any Equipment to the Site or on the Hirer's receipt of the Equipment or on completion of any construction / Installation of the Equipment on Site by the Company (if applicable), the Equipment will be deemed to have been correctly delivered on time and (where applicable) constructed / Installed in good working condition and to the Hirer's satisfaction. Any call out to rectify a fault, or to change an installation after this time will be charged at the standard pro-rata daily rate (Minimum ½ day) of £250 Plus VAT plus any travel / transport charges (to be charged at cost) unless this service has been previously agreed in the contract. Additional equipment will be charged at the standard daily or weekly hire rates as appropriate. The company reserves the right to apply a cancellation charge equal to ½ for the total contract cost will apply where the contract is cancelled less than 7 days prior to commencement of the contract. This will increase to ¾ of the total contract cost if cancellation is within 48 hours of commencement of the contract. The hirer remains liable for the full cost of the contract if cancellation is given less than 24 hours prior to commencement of the contract. The company reserves the right to apply this charge.
11. On expiry of the period of hire or termination of the Agreement by the Company for any reason whatsoever, the Hirer shall immediately return or make arrangements for the return of the Equipment to the Company. This includes ensuring that the company is given sufficient access to the site to rig / de-rig equipment.
12. The Hirer shall be absolutely responsible (in each case at the Hirers own cost, unless agreed otherwise with the Company in writing) for the safekeeping, maintenance and insurance of the Equipment during the period of hire. The Hirer shall keep the Equipment safe from damage and shall not cause the Equipment to be used beyond its capacity or in a manner likely to result in the undue deterioration of the Equipment. The Hirer will be responsible for any continued hire-in charges for replacement equipment following a loss. These charges will be applicable at a rate of two thirds of the standard rental rate and will apply until the item is fully repaired or a settlement cheque issued.
13. The Hirer shall be responsible for the routine maintenance of the Equipment during the period of hire. The Hirer shall also be responsible for lubricating the Equipment and changing the lubrication oil of the generators in accordance with the Company's instructions. The Hirer shall check the lubricating oil and coolant levels daily to ensure they are kept at the correct levels to prevent damage to the equipment. Any fuel, oil, coolant or lubricants supplied by the Hirer shall be of the grade specified by the Company. The Hirer will indemnify the Company for any loss, claim, damage and/or reasonable legal fees incurred by the Company as a direct result of the Hirers breach of this clause 10.
14. The Company shall advise the Hirer of the last service date in respect of the Equipment and the Hirer shall notify the Company giving reasonable notice where the Equipment requires routine servicing. In respect of any generators hired, the Hirer shall give notice to the Company at a time no later than 250 hours since the generator was last serviced. The Company shall provide local servicing at no charge where servicing takes place between normal working hours (9am until 6pm Monday to Friday inclusive). Where the Hirer can only make the Equipment available for local servicing outside of normal working hours the Company reserves the right to charge for this service. Any long distance or international

servicing shall be arranged by the Hirer using specifications provided by the Company and at the Hirer's own cost. The Hirer will indemnify the Company for any loss, claim, damage and/or reasonable legal fees incurred by the Company as a direct result of the Hirers breach of this clause 11.

15. The Hirer shall assess the conditions of the ground at the Site and shall ensure that the Site is suitable for the safe siting of the Equipment. The Hirer shall be solely responsible for all costs associated with making the ground suitable for the safe siting of the Equipment and any costs associated with recovering equipment where the ground conditions are or have become unsuitable. This includes any costs associated with ensuring that adequate access to the site is available for the transport vehicles carrying the equipment to and from the site. The Hirer will be solely responsible for any costs that arise as a result of the conditions of the ground including but not limited to the costs of recovery of the Equipment, the costs of making the ground suitable for the safe siting of the Equipment and the costs associated with any delay or expenses occurring as a result of the ground conditions.
16. The Hirer shall be responsible at its own expense for insuring the Equipment and itself against all and any risks in respect of the Equipment including against theft, vandalism, fire and flood and where possible acts of terrorism. Such insurance shall be maintained whilst the Hirer is responsible for the Equipment pursuant to clause 18 of these Conditions. Any insurance monies recovered by the Hirer in respect of such risks shall, to the extent deemed necessary by the Company, be applied as directed by the Company. Evidence of the Hirer's insurance shall be supplied by the Hirer to the Company forthwith on request by the Company.
17. The Hirer shall cause its employees, servants and/or agents to become acquainted with the condition and workings of the Equipment and the Hirer shall immediately cease to use the Equipment and direct any employee, servant or agent of the Hirer to cease using the Equipment as soon as the Hirer is aware of or has been notified that the Equipment has become defective, damaged or in a dangerous state.
18. The Hirer shall immediately notify the Company of any damage, breakdown or malfunction of the Equipment. The Hirer shall not effect or attempt to affect any repairs without the previous written consent of the Company. Any attempt by the Hirer to repair or otherwise interfere with the Equipment will be at the Hirers own risk and the Hirer will indemnify the Company for any loss, claim, damage and/or reasonable legal fees incurred by the Company as a direct result of the Hirers breach of this clause 15.
19. Where paragraph 17 applies, the Hirer shall be solely liable for all breakdowns, malfunctions and/or damage to the Equipment during the period of hire and/or during the period when the Equipment is under the control of the Hirer. Where breakdown, malfunction and/or damage occurs to the Equipment as a result of fair wear and tear or events wholly outside the control of the Hirer, the Company may at its option repair or replace the Equipment. Where the Equipment cannot reasonably be repaired or replaced the Company may terminate the Agreement and shall refund the Hirer for the unexpired period of hire with no further liability to the Hirer.
20. Where breakdown, malfunction and/or damage of the Equipment occurs due to the failure by the Hirer to observe any terms of the Agreement or these Conditions or due to negligence or misuse by the Hirer or its employees, servants or agents or due to wilful or accidental damage however occurring the Hirer shall be liable to the Company for the full cost of any repairs which the Company shall deem necessary or desirable or the whole cost of replacement of such Equipment and the Company's hire charges for the Equipment (i) while the Equipment is idle due to such breakdown or damage and (ii) while repairs are being carried out (but without prejudice to the Company's right to receive hire charges in respect of

all other period when the Equipment is not off hire) unless otherwise agreed with the Company in writing.

21. The Hirer's responsibility for the Equipment commences on receipt of the Equipment by the Hirer or his agent or on delivery to the point of entry to the Site as requested and ends only when the Hirer is in possession of the Company's unqualified receipt for the Equipment.
22. The Hirer shall allow the Company safe and proper access to the Equipment at all reasonable times to inspect, maintain, repair or replace the same at the Company's election and for delivery and collection of the Equipment. The Hirer shall be liable for all loss or damage suffered by the Company as a result of the Hirer's failure to provide or delay in providing such safe and proper access.
23. The Hirer shall immediately notify the Company of all accidents resulting in injury to persons or damage to property which occur as a result or in connection with the Equipment or its use. Any such notification must be confirmed by the Hirer in writing as soon as is reasonably possible but in any event no longer than 24hrs after any verbal notice. The Hirer is not authorised to and shall not make any offer, admission, promise of payment or indemnity on respect of any such accident on behalf of the Company.
24. The Hirer shall be deemed to have repudiated this Agreement and the Company may at anytime thereafter serve notice accepting that repudiation and terminating this Agreement if:
 - a. The Hirer fails punctually to pay on the date due rentals or other sums due under this Agreement or breaches any of its other terms; or
 - b. The Hirer shall have a receiver, administrative receiver, or administrator appointed, or shall enter compulsory or voluntary liquidation; or
 - c. The Hirer shall do anything or omit to do anything, which in the opinion of the Company may prejudice the Company's rights of ownership in the Equipment.
25. If a customer has contracted the company to complete a task or has agreed to hire some equipment, the company reserves the right to invoice the customer for any costs incurred to date directly related to the contract (e.g. staff, transport, third party hire, bespoke equipment purchase or any associated costs resulting from work completed specifically for the project). If the company receives notification of cancellation of a contract within 24 hours of commencement of the project, the company also reserves the right to invoice the customer for the full amount of the contract.
26. The company accepts no liability for the failure or low success rate of an event resulting from low ticket sales or attendance. Payment in full will be expected except where prior agreement exists. Responsibility rests with the hirer to adequately specify the requirement prior to agreeing the contract and to notify the company of any shortfall in the service provided prior to commencement of the event. The company accepts no responsibility for inadequacies in the provision of the service resulting from inherent problems in the venue. The hirer is responsible for ensuring that the agreed setup and de-rig times are made available as specified. The company accepts no responsibility for incomplete or unsuitable setup where this is not the case. Payment in full will be expected except with prior agreement.
27. The Company shall have the absolute right to reclaim the Equipment from the Hirer or from any location where the Equipment is situated in the event of repudiation of this Agreement or if the Hirer has gone into receivership, administration or has otherwise ceased trading.
28. The Hirer shall indemnify the Company fully in respect of all claims, loss, damages, costs (including reasonable legal costs), expenses and proceedings howsoever arising in

connection with or as a result of any breach by the Hirer of the Agreement, Conditions or the hire of the Equipment.

29. The Company reserves the right to apply a penalty against the hirer for late payment of any invoice. This will be at minimum an amount charged in accordance with "The Late Payment of Commercial Debts (Interest) Act 1998", currently set at the rate of 8.5% and will be applied daily until the debt is paid in full. Additional costs and fees may also apply.
30. The Company shall not be responsible for and shall have no liability in respect of any loss, damage, costs, expenses, proceedings or claims, howsoever arising whether direct or indirect or whether as a result of negligence or otherwise, as a result of or in connection with this Agreement, the Conditions, the hire of the Equipment or its use. Without prejudice to the generality of the foregoing, the Company shall not be liable for any loss, costs, damages, expenses, proceedings or claims whatsoever arising out of or in connection with the failure, breakdown, malfunction, disturbance or interruption of any machinery, equipment or process which results from or arises in connection with the use, misuse, failure, breakdown or malfunction of the Equipment by the Hirer, its employees servants or agents.
31. Except where the Company is liable for death of or personal injury to any person as a result of its negligence or that of any of its employees, servants or agents the Company's liability for damages shall in no event exceed the total hire charges, if any, received from the Hirer by the Company for the Equipment which is the subject of any claim or dispute.
32. This Agreement, any delivery note, invoice, any termination note, any return note, conditions relating to the Hirer and hire of Equipment and any email written correspondence between interested parties comprise the entire agreement and understanding between the Company and the Hirer and no other terms and conditions shall form part of the agreement including but not limited to, any oral representations made by employees of the Company, its servants or agents. This Agreement supersedes any previous agreement between the parties written or oral relating to the subject matter of the Agreement. No variation of these conditions shall be effective unless agreed in writing by an authorised officer of the Company. The Company reserves the right to vary the amount of rental payments upon giving one month's written notice to the Hirer.
33. The Company shall not be responsible for and shall incur no liability as a result of any failure or delay caused by circumstances beyond its control including strike, lock-out, riot, civil commotion, insurrections, act of war (whether or not officially declared) or civil war, war-like action (including terrorist activities), act of any parliament, government, agency or department (whether local or national), natural calamity, fire, flood, storm, tempest, earthquake, volcanic eruption or any other circumstances beyond the Company's reasonable control.
34. All equipment hired from the Company will be checked for safety and for functionality prior to its being collected by or delivered to the customer. In the case of delivery the equipment will, where possible, be demonstrated as being fully functional. The customer accepts responsibility for the equipment from that point onwards, including replacement consumables where appropriate.
35. The customer accepts full responsibility for equipment that has been delivered as agreed or collected from the warehouse and has been demonstrated to be functional at point of delivery or collection. The customer accepts responsibility for additional charges including the transport costs and costs associated with time taken for replacement equipment to be delivered. Notwithstanding failure as a result of negligence, replacement charges will not be levied if the faulty equipment is returned to the warehouse by the customer. The company reserves the right to charge for time if the fault is as a result of negligence or if no fault is found when the equipment is returned.

36. If the solar system is unexpectedly sucked into a black hole and reappears on the other side the company shall accept no responsibility for the condition of the people or equipment nor guarantee the operation of the equipment or the state of the people. The hirer remains fully responsible for payment in any event.
37. The company shall not be responsible for any loss to the Hirer for the failure of any part, component or item of machinery caused by or in connection with any change of date and/or electronic date recognition.
38. All information obtained by one party in respect of the business operation of the other shall be confidential throughout the period of hire and beyond. No information such as drawings, specifications, financial details and contact information shall be divulged by the Hirer or its employees, agents or servants without prior written consent from the Company.
39. The company reserves the right to substitute alternative equipment or use additional equipment not specified on the plan providing this does not in any way inconvenience the hirer and providing these changes do not reduce the level of service provided and achieve the previously agreed aim.
40. If any provision of this Agreement is rendered void by legislation or declared void by court decree or order or is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall not be severed or altered and shall remain in full force and effect and the reliance on or enforcement of any of the terms contained in this Agreement or any Condition shall give no right to the Hirer to cancel this Agreement.
41. No waiver or relaxation on the part of the Company shown or granted to the Hirer in respect of any of the provisions or Conditions of this Agreement shall in any way affect, diminish or prejudice the rights or powers of the Company under this Agreement or operate as or to be deemed to be a waiver of any breach by the Hirer of the Conditions or the terms of this Agreement.
42. The company accepts no liability for copyright infringement of any sort with regards to any media used during the event.
43. This Agreement shall be governed by and construed in accordance with the Laws of England and Wales.

SIGNED:



PRINT NAME: **Douglas Bennett**

COMPANY POSITION: **Director ICTHUS Group**

DATED: **06 April 2013**