



YES HIRE

TERMS AND CONDITIONS FOR EQUIPMENT HIRE

Effective: 1st July 2024

Definitions

In these Terms and Conditions, the following definitions apply:

Charges/Fees: The fees payable by The Hirer for the hire of equipment and any associated services as specified in the Quotation.

Conditions: These terms and conditions of business, as modified from time to time.

Contract: The legally binding agreement between us and The Hirer for the hire of equipment and any associated services.

Deposit: A non-refundable amount payable by The Hirer.

Equipment: All classes of equipment and accessories hired out by us to The Hirer as specified in the Quotation.

Quotation: Our document detailing the equipment to be provided, including charges and terms.

Rental Period: The period during which you hire the equipment, starting on the date specified for delivery or collection and ending when the equipment is returned to or collected by us.

The Company/We/Us/Our: Yes Events Ltd trading as Yes Hire.

The Hirer/You/Your: The Company, firm, person, Corporation or public authority taking the our equipment on hire and includes their successors or personal representatives.

1. Basis of Contract

- 1.1. These Terms and Conditions apply to and form part of any contract between Yes Events Ltd, trading as Yes Hire, and the Hirer for the hire of equipment.
- 1.2. They supersede any previous terms and conditions issued by us.
- 1.3. Any terms or conditions in your order, specification, or other documents are excluded unless agreed in writing by us.
- 1.4. Any variation of these Conditions, a Quotation, or a Contract must be expressly agreed in writing and signed by an authorised signatory from both parties.
- 1.5. No acceptance of a return, or repossession, of the Equipment, shall constitute a waiver by the Company of any of its rights under these Conditions.

2. Booking Confirmation

A booking will only be confirmed and subject to our terms upon the earlier of any one of the following:

- 2.1. receipt by the Company a Purchase Order, verbal or written confirmation to proceed of the quotation from the Hirer
- 2.2. receipt by the Company of this Agreement signed by the Hirer
- 2.3. receipt by the Company of the Hirer's payment (in line with our payment terms outlined in clause 5)

3. Equipment Hire

- 3.1. The Hirer shall hire equipment from us based on these Terms & Conditions.
- 3.2. It is the Hirer's responsibility to ensure equipment booked is suitable for use. No refunds, part or full, will be given for non-use of specific equipment that cannot be used due to unsuitability, incompatibility with other equipment, inadequacy of staff training or ability, venue restrictions imposed, or any other reason.
- 3.3. Modifications or variations of the requirements are accepted at the sole discretion of The Company and shall render the Hirer liable for extra charges pre-agreed with us because of such amendment or addition.
- 3.4. In the event that any part of the Order becomes unavailable to us prior to the rental period commencing, we are entitled to sublet the equipment from a third party without notifying the Hirer.
- 3.5. Upon request, The Hirer must inform us immediately of the equipment's location.
- 3.6. We don't automatically provide 'Spare' equipment, you will need to request this on a hire-by-hire basis. We cannot guarantee the quantity of spares and this decision is in the sole discretion of the Company.
- 3.7. Any equipment that has been marked as a 'Spare', and has been designated for non-use, shall not be used at any time unless you have been instructed to do so by our staff.
- 3.8. Use of 'Spare' equipment without our instruction or a reason we deem valid to do so, will result in a full charge being levied for the said use of equipment at our sole discretion.
- 3.9. We will not interfere with your use of the equipment except as provided under these Conditions or applicable law.

4. Rental Period

The rental period starts on the date specified for delivery or collection in the Quotation and ends when the equipment is returned to or collected by us unless terminated earlier in accordance with these Conditions.

5. Credit Check and Payment Terms

- 5.1. Unless otherwise agreed, payment of the Charges is due in full no later than 7 days prior to your collection / delivery date.
- 5.2. In the event less that there are less than 7 days before the hire commences, payment will be required in full on confirmation of the order.
- 5.3. We will not be held responsible for any delays to fulfilment due to late payment.
- 5.4. The Hirer agrees that we may conduct a soft credit check on you at any time.
- 5.5. Credit will be provided on a case-by-case basis and can be withdrawn at our discretion with written notice.
- 5.6. Upon withdrawal or refusal of credit, full payment is required prior to collection or delivery of the equipment.
- 5.7. Where credit is granted, payment must be made within the period specified. Accounts which have exceeded the agreed credit limit must be settled prior to the despatch of any further Orders.
- 5.8. Please note we do not accept payment via cheque.
- 5.9. All invoices must be paid in full by the date shown on your invoice.

6. Charges, Deposits, Late Payments and Late Returns

- 6.1. Charges are exclusive of VAT.

- 6.2. Any deposit payments are non-refundable and will be deducted from any final invoices.
- 6.3. Payments made via a card (in person or over the phone) on behalf of a registered business are subject to additional charges.
- 6.3.1. AMEX 1% of the total fee (Incl VAT)
- 6.3.2. All other cards (credit or debit) 2.5% of the total fee (incl VAT)
- 6.3.3. The above charges are subject to change at any time.
- 6.4. We reserve the right to charge the Hirer interest and debt recovery costs in accordance with the Late Payment of Commercial Debts Act 1998, on all sums payable and not settled as outlined in clause 4.1. Any invoice from The Company for such costs and interest is to be immediately payable by the Hirer, upon presentation.
- 6.5. Equipment returned later than the agreed hire period will be subject to additional hire charges.
- 6.5.1. The Company shall be entitled to charge its current List Prices and or rates for such equipment.
- 6.5.2. Should we not be able to fulfil another order due to your late return, you will be liable for the cost of any lost hires that directly arise as a result from this late return as well as any costs directly incurred by the Company for sub-hiring to facilitate a pre-arranged order.
- 6.5.3. For the avoidance of any doubt, an agreed hire period of 1 day is classed as a 24-hour total maximum period.

7. Cancellation

- 7.1. The Hirer may cancel the contract with the following fee:
- 45+ days before the rental period: no charge.
- 45-30 days before: 50% of the total Charges.
- 29-14 days before: 75% of the total Charges.
- 0-14 or during the rental period: 100% of the total Charges.
- 7.2. Any invoices raised as a result of a cancellation are due for immediate payment.
- 7.3. Part cancellation will incur the cancellation fees as outlined in clause 7.1 however only apply to the item line(s) being cancelled.
- 7.4. Deviation, by way of reduction on fees due, from our cancellation policy is at the sole discretion of the company

8. Delivery, Collection, and Return

- 8.1. Our usual collections / returns address is: Unit 5 Ashville Way Industrial Estate, Ashville Way, Wokingham, RG41 2PL
- 8.2. Equipment must be collected / returned between 9am and 5pm on business days unless otherwise agreed
- 8.3. Where required within the Order, The Company shall use all reasonable endeavours to make Delivery on the Delivery Date but, for the avoidance of doubt, time is not of the essence and the company shall not be liable to the Hirer in the event of any delay caused by an event in or out of our control.
- 8.4. The Hirer must ensure an authorised representative is present to receive or return the equipment.
- 8.5. Acceptance of delivery or collection by your representative confirms the equipment's condition and completeness.
- 8.6. Failure to accept delivery or collect equipment incurs full charges and additional costs for re-delivery.
- 8.7. Equipment must be returned on the specified date. Failure to do so incurs additional charges and collection costs outlined in clause 5.4.
- 8.8. The Hirer agrees that a The Company (or a representative thereof) may enter any premises upon which hired Equipment may be kept, or is reasonably believed to be kept, for the purpose of its recovery at the termination of any hiring period.
- 8.8.1. Where the Equipment is on premises not occupied or under the control of the Hirer, the Hirer undertakes to secure The Company permission to enter for such purposes.
- 8.8.2. The Hirer shall compensate us for any costs incurred in repossessing hired Equipment.

9. Your Responsibilities

- 9.1. Prior to acceptance of our Quotation, The Hirer must:
- Ensure the Quotation details are correct.
 - Ensure suitable transport is available for the Collection and Return of Equipment or inform us of the required Delivery and Collection dates if Equipment is being delivered/collected by us.
 - Ensure compatibility with any other of your other equipment.
 - Comply with all applicable laws.
 - Comply with any additional reasonable obligations.
- 9.2. Your responsibility for the equipment starts upon delivery to you (by us) or collection by you (from us) and ends when it is returned or collected in full.
- 9.3. During the rental period, the Hirer must:
- Keep and operate the equipment safely and properly, as per the manufacturers intended use.
 - Provide adequate security for the equipment.
 - Not part with control, sell, sublet, or create security interests in the equipment without our consent.
 - Not change or tamper with plugs or wired connectors on any of our equipment in any way.
 - Not use the equipment unlawfully or allow it to be confiscated.
 - Keep the equipment identifiable as our property.
 - Maintain any required insurance.
 - Return the equipment in equal order on completion of the hire.
- 9.4. The Hirer is responsible for any costs incurred due to damage or loss of equipment of any kind during the hire period. This can include:
- 9.4.1. Full replacement of the equipment charged at the current list price from the manufacturer.
- 9.4.2. Loss of income by the Company whilst awaiting repair or replacement of the equipment.
- 9.4.3. In-house repair costs should we deem it appropriate to repair the item(s) ourselves.
- 9.4.4. Any other fair costs incurred due to the damage or loss.
- 9.5. Any charges incurred due to damage or loss will be agreed with the client and payment will be due immediately upon invoicing.
- 9.6. The Hirer shall clean the Equipment and return it in a perfectly clean condition. The Hirer shall be responsible for any reasonable expense involved in cleaning Equipment incurred by the Company.
- 9.7. The Hirer indemnifies us against all liabilities arising from your failure to comply with these Conditions.
- 9.8. We reserve the right to request a copy of your insurance at any point.

9.9. In the event we are not satisfied with the level of insurance, or that the Hirer is not adequately responsible for our equipment, we may choose to terminate the contract and the fee will remain due in full.

10. Risk and Title

- 10.1. Risk passes to The Hirer upon delivery or collection.
- 10.2. The equipment remains our property, and The Hirer has no ownership rights.
- 10.3. The Hirer must insure the equipment to its full replacement value against usual risks.
- 10.4. Immediate written notice must be given to us of any loss or damage to the equipment during the rental period.
- 10.5. All liability for the correct and safe rigging & operation of equipment lies with the hirer.

11. Warranty

- 11.1. We warrant that the equipment will conform to its specification, be of satisfactory quality, and fit for purpose.
- 11.2. We will remedy any material defect if:
 - The equipment is in mainland Great Britain.
 - You notify us within one business day of the defect.
 - The defect did not result from misuse, neglect, or unauthorised manipulation.
 - The defect is directly attributable to us.
- 11.3. We reserve the right to replace defective equipment with similar, but not exact, products should we deem them fit for purpose.
- 11.4. If we fail to remedy the defect, The Hirer may return the defective equipment for a reduction in rental payments (or credit in the instance of prepayment)
 - 11.4.1. Any reductions or credits will be agreed in writing and are final.
- 11.5. Under no circumstances shall the Hirer repair, or attempt to repair the Equipment unless directed to do so by us.
- 11.6. We shall not be responsible for the cost of recovering any Equipment from inaccessible areas or soft ground.

12. Limitation of Liability

- 12.1. Our liability is limited to the fees outlined within the quotation.
- 12.2. The Company accepts no liability or responsibility for any consequential loss, damage or injury due to, or arising from the breakdown or stoppage of the Equipment through any cause whatsoever, or through non-arrival from accident or breakdown during loading, unloading or transport of the Equipment.
- 12.3. All implied terms and conditions are excluded to the fullest extent permitted by law.

13. Confidentiality, Marketing and Data Protection

- 13.1. Both parties agree to keep confidential information confidential and not disclose it except as permitted.
- 13.2. Confidential information can be disclosed to relevant employees, or as required by law.
- 13.3. We may use your name and logo for promotional purposes.
- 13.4. Any use by us of imagery or video showing our equipment in use by the Hirer, under this agreement, shall be agreed in advance.

14. Force Majeure

We are not liable for delays or failures due to force majeure events. If such an event continues for more than 7 days, we may terminate the Contract and the fee shall be due in full.

15. Termination

- 15.1. The Contract ends after the equipment has been returned (or if damaged, repaired or if lost or damaged beyond repair, replaced) and all invoices are paid, whichever is the latter.
- 15.2. Either party may terminate the Contract immediately if the other party:
 - Enters administration, liquidation, or similar proceedings.
 - Suspends or ceases substantial business operations.
- 15.3. Upon termination of the Contract for the reasons outlined in clause 15.2, any and all equipment under the possession (both physical and contractual) of the Hirer will be immediately returned to the Owner.