

**BACKGROUND:**

These Terms and Conditions shall apply to the hire of all computer equipment (the “**Equipment**”) from 80SIX Ltd (the “**Company**”) by customers who are hiring the Equipment for use at a particular venue (the “**Venue**”).

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Customer</b> ”	means the customer who is hiring the Equipment subject to these Terms and Conditions;
“ <b>Customer Data</b> ”	means any and all data created by or for the Customer which is stored on the Equipment;
“ <b>Deposit</b> ”	means the sum payable by the Customer under Clause 3 of these Terms and Conditions and as set out in the Hire Order Form;
“ <b>Dry Hire</b> ”	means the hire of Equipment without the supply of operational personnel;
“ <b>Hire</b> ”	means the hire of the Equipment by the Customer subject to these Terms and Conditions, whether by Dry Hire or Wet Hire;
“ <b>Hire Fees</b> ”	means the sum payable by the Customer for the Hire as determined under Clause 4 of these Terms and Conditions;
“ <b>Hire Order Form</b> ”	means the order form entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment;
“ <b>Price List</b> ”	means the Company's price list, current at the time of the start of the Hire Term;
“ <b>Services</b> ”	means the installation, operation and removal of the Equipment and/or other services as described in these Terms and Conditions;
“ <b>Venue</b> ”	means the location(s) where the Customer wishes to use the Equipment, and detailed in the Hire Order Form; and
“ <b>Wet Hire</b> ”	means Dry Hire along with the provision of the Services by the Company to the Customer.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

**2. Hire Term and Services**

- 2.1 The Customer shall Hire the Equipment on the basis of a Dry Hire or Wet Hire, as detailed in the Hire Order Form.
- 2.2 In respect of a Wet Hire, the Company shall provide the Customer with the Services at the Venue.
- 2.3 No booking of any Hire or Services shall be deemed accepted unless the Company has signed the Hire Order Form. A quotation provided by the Company to the Customer for Hire and/or Services shall remain valid for 7 days, after which time a new quotation can be provided.
- 2.4 The agreed Hire Term will be set out in the Hire Order Form.
- 2.5 If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Customer must contact the Company to arrange such an extension. Extensions are subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire Term.
- 2.6 The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all time remaining in the Hire Term or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Venue and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

**3. Deposit**

- 3.1 The Customer shall be required to pay a non-refundable Deposit of 50% of the Hire Fees to the Company at the commencement of the Hire Term, prior to delivery of the Equipment. The sum of the Deposit shall be set out in the Hire Order Form.

**4. Fees and Payment**

- 4.1 The Hire Fees will be determined by reference to the length of the Hire Term, the type and quantity of Equipment, the Price List and any additional items which may be included in the Hire, as set out in the Hire Order Form. The Hire Fees do not include crew, travel, accommodation, expenses, Equipment transport, insurance or consumables.
- 4.2 Payment shall be made in part or in full, as set out in the Hire Order Form, by the due date stated on the relevant invoice. Such payment shall be for the Hire Fees minus the Deposit. Payment may be made by cheque or BACS. All cheques must be made payable to 80Six Ltd.
- 4.3 If the Customer fails to pay any sum on the due date then, without limiting any other right or remedy, the Company may cancel or suspend provision of the Services and Equipment to the Customer under these Terms and Conditions, apply any payment made by the Customer (notwithstanding any express instruction by the Customer) towards the discharge of any sums due to the Company, and/or charge the Customer interest on the unpaid amount at a rate of 3% per annum above the Bank of England base rate from time to time.
- 4.4 The Company may increase the Hire Fees at any time before the Hire commences to reflect any matter apparent on a site survey, or to reflect an increase in cost due to a factor outside with the Company's control. The Company shall provide timely notice to the Customer of such increase. If the Customer does not accept the increase, the Customer may cancel these Terms and Conditions on written notice, given no less than 3 working days prior to the commencement of the Hire or the Services, provided that the Customer indemnifies the Company in full against all costs, charges and expenses incurred by the Company prior to or as a result of cancellation.

**5. Delivery, Installation and Collection**

- 5.1 Following the receipt by the Company of the Deposit and any required Hire Fees, the Company shall deliver the Equipment to the Venue on the agreed date, as set out in the Hire Order Form.
- 5.2 In respect of Dry Hire, whether the Equipment is delivered by the Company to the Venue, or collected by the Customer, will be stated on the Hire Order Form.
- 5.3 The Company shall use its best and reasonable endeavours to ensure that any delivery is made on time but shall not be liable for any failure to do so.
- 5.4 The Customer or a suitable authorised representative must be available at the Venue at the time of delivery in order to sign for the Equipment. In the event that the Customer fails to comply with the provisions of this sub-Clause 5.4, it shall be deemed to have accepted delivery of the Equipment, assumed responsibility thereof and shall not have the right to subsequently dispute the facts of the delivery.
- 5.5 In the event that the Company is unable to deliver the Equipment due to the Customer's absence from the Venue (along with that of any authorised representatives), additional delivery charges will be incurred for any necessary re-delivery. Any such additional charges shall be borne by the Customer.
- 5.6 In respect of any Wet Hire, the Customer may not undertake any installation of Equipment, and the Company will provide this as part of the Services. Installation of the Equipment shall be the responsibility of the Company. All costs of installation and subsequent removal shall be incorporated into the Hire Fees.
- 5.7 At the end of the Hire Term, on the agreed collection date the Customer shall ensure that all of the Equipment is available for collection by the Company.
- 5.8 At the end of the Hire Term, prior to collection in accordance with sub-Clause 5.7, the Customer must remove all Customer Data from the Equipment. The Company accepts no responsibility for any Customer Data which remains on the Equipment following the end of the Hire Term.
- 5.9 In the event that any Equipment is unavailable for collection on the agreed date the Customer shall be required to pay the relevant Hire Fees for the missing items up to and including the day that they are returned to the Company (at the Customer's expense). If those items are not available for collection due to loss or destruction the Customer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.
- 5.10 An additional charge shall apply for Equipment that is delivered, collected or returned at weekends or bank holidays in England.
- 5.11 The Equipment shall be at the risk of the Customer from the time of delivery to the Venue until it is returned to the Company's premises.
- 5.12 Where the Company is providing the Services, the Customer undertakes to the Company that it shall:
  - a) grant or procure access for the Company to and from the Venue at such times as the Company may reasonably require to discharge its obligations;
  - b) where applicable, provide free of charge within a reasonable distance of the operating position of the Equipment at the Venue:
    - i. a video feed of the relevant format;
    - ii. an uninterrupted power supply terminated in an appropriate connection; and
    - iii. such other facilities as the Company may reasonably require.

- c) where the Services are dependent on provision of equipment or services by the Customer or its contractor, ensure that all such equipment and services are provided on time when required, the equipment is of adequate quality and specification and in good working order; and the services are provided by persons of adequate competence and experience using reasonable care and skill;
- d) obtain all necessary licences and consents relating to the Venue and the communication or use by the Company of live or pre-recorded material;
- e) if transit of Equipment is arranged by the Customer, arrange any necessary customs clearances, comply with all applicable import/export regulations and pay all related duties;
- f) (except in case of a Dry Hire) not permit the Equipment to be operated other than by the Company personnel nor open the outer case or otherwise interfere with the Equipment;
- g) in event of Equipment breakdown or malfunction, not attempt or arrange any repair without the Company's prior authorisation;
- h) not to sell, sub-let or otherwise dispose of or part with Equipment or any interest therein or do or permit to be done any act or thing which may prejudice or jeopardise the Company's rights in the Equipment but to keep Equipment in its or the Company's possession and control free from lien, charge or encumbrance so that Equipment shall at all times remain property of the Company or its legal owner;
- i) to permit or procure for the Company or its agents access to any premises to inspect or remove Equipment;
- j) to notify the Company in writing of any change in the Customer's contact details and forthwith upon request to inform the Company of the location of Equipment;
- k) (notwithstanding termination of this Agreement) indemnify the Company and keep the Company fully and effectively indemnified against all liabilities whatsoever arising out of the operation and use of Equipment and any breach by the Customer of this Agreement (including without limitation loss, damage or injury caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or any claim that any such use or communication of any material infringes any patent, copyright, trade mark, registered design, design right or other intellectual property right of any third party) and against all costs, claims, demands, expenses and liabilities incurred by the Company in connection therewith provided such indemnity shall not extend to liability for the Company's negligence.

## 6. Use and Care of the Equipment during Dry Hire

- 6.1 This Clause 6 shall apply to Dry Hire only.
- 6.2 The Customer may only use the Equipment for the normal purpose for which it is intended.
- 6.3 The Customer may only use the Equipment for legal and legitimate purposes.
- 6.4 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.
- 6.5 Certain items of Equipment may require specialist training prior to use. The Customer must ensure that such training is provided to all employees (and any other relevant individuals for whom it may be responsible) that will use the Equipment during the Hire Term.
- 6.6 The Customer may not affix the Equipment to anything unless using fixings approved by the Company.
- 6.7 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 6.8 The Customer shall ensure that all Equipment is checked before use, and will notify the Company forthwith of any repair or maintenance required to Equipment, and not to permit such repair or maintenance other than by the Company or with its authority.

## 7. Health and Safety

- 7.1 The Customer shall take all reasonable steps to safeguard the health, safety and welfare of the Company's personnel whilst at the Venue, to safeguard the Equipment from theft, loss or damage, and to give the Company adequate notice of any unusual risks. Without prejudice to the foregoing, the Customer acknowledges that the Company shall not be obliged to continue the supply of Equipment or Services (and may remove any Equipment previously installed) where, in the Company's reasonable opinion, installation poses a material risk to health and safety or to the Equipment.
- 7.2 Where a support structure is supplied by the Customer, the Customer shall ensure that the surface, on which the Equipment and structure will be installed, will be stable under load and that the structure will be fit for the purpose (taking account of prevailing wind speeds) and will comply with all health and safety and other relevant regulations. The Customer shall provide the Company on request with copies of certificates of compliance and structural engineering calculations verifying adequacy of the Customer's structure. Equipment dimensions and weights and representational drawings of structures are available on request from the Company but are approximate and representational only and do not obviate the need for the Customer to obtain appropriate professional advice.

## 8. Insurance

- 8.1 It is the responsibility of the Customer to fully and comprehensively insure the Equipment against loss, damage and theft. The value stated for the Equipment shall be that shown in the Company's current Price List. The insurance coverage shall be for the full replacement value of the Equipment, and the insurance policy must be in the Customer's name as shown on the Hire Order Form.
- 8.2 Insurance must cover the Equipment for the duration of any event stated that the Equipment is required for, and while in transit to and from the Company premises.
- 8.3 If the Equipment will be taken outside the United Kingdom, the Customer must obtain worldwide insurance coverage.
- 8.4 The Customer shall supply proof of such insurance to the Company on demand.
- 8.5 The Company shall not provide any form of data loss insurance. If the Customer opts to obtain such insurance, it shall remain their sole responsibility to do so.
- 8.6 The Customer acknowledges that, if the Customer is unable to provide the Company with a valid certificate of insurance on demand, as per Clause 8.4, the Company is entitled to charge an additional fee of 10% of the total value of the Equipment hired.

## 9. Liability

- 9.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.
- 9.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.
- 9.3 The Company will not be liable to any third parties for any acts of the Customer which may involve the Equipment.
- 9.4 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.

## 10. Data Protection

- 11.1. All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.
- 11.2. For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice.

## 11. Termination

- 11.1 Where the Customer is an individual, the Company shall be entitled to terminate the Hire Order Form in the event that:
  - 11.1.1 the Customer is in breach of these Terms and Conditions;
  - 11.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or
  - 11.1.3 the Customer has a receiving order made against them.
- 11.2 Where the Customer is a company, the Company shall be entitled to terminate the Hire Order Form in the event that:
  - 11.2.1 the Customer is in breach of these Terms and Conditions;
  - 11.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 11.3 In the event of termination for any of the above reasons:
  - 11.3.1 all payments required under the Hire Order Form shall become due and immediately payable; and
  - 11.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

## 12. No Waiver

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

## 13. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

## 14. Law and Jurisdiction

- 14.1 These Terms and Conditions, and any non-contractual obligations arising hereunder, shall be governed by the laws of England and Wales.
- 14.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.