

TERMS AND CONDITIONS FOR THE HIRING OF GOODS AND SERVICES

Creative Technology (Audiovisual) Ireland Ltd t/s CT Ireland. (herein after called the Company), contracts with its customer (herein after called the Hirer) to hire the equipment (herein after called the Goods) referred to on the quotation the following conditions:

1. Insurance

It is the responsibility of the Hirer to insure all the Goods hired for all risks arising during the hire period (the time of delivery of Goods to the time of collection) or any extension thereof in an amount equal to its new replacement cost. The Hirer shall notify the Company's interest in the Goods on such policy of insurance. The Company does not provide any insurance cover for the Goods hired.

2. Delivery in Good Order

It is the responsibility of the Hirer to satisfy themselves that the Goods are in good working order and that the Goods are not damaged in any way before accepting delivery, and if the Hirer discovers that the Goods are not in good working order, the Hirer, or their servants or agents who are authorised to sign the agreement on the Hirer's behalf, should bring this to the attention of the company at the time of delivery. It is the Hirer's responsibility to ensure that they are fully conversant with the operation of Goods and any loss or damage arising from incorrect operation of the Goods shall be the responsibility of the Hirer.

3. Breakdown

Any breakdown or unsatisfactory working of the Goods must be immediately notified to the Company. Under no circumstances shall the Hirer repair or attempt to repair the Goods unless authorised by the Company in writing. The Hirer must notify the Company immediately if the equipment is involved in any accident resulting in damage to the equipment or to other property, or injury to any person.

4. Maintenance

The Hirer shall be responsible for the return of the Goods to the Company in the same condition as when the Goods were hired to him (reasonable wear and tear excepted)

5. Safety and Instruction

It is the Hirer's responsibility to ensure that all users of the Goods are properly instructed in its safe and correct use. The Hirer must ensure that the Goods are not misused and must ensure that supervision is at all times adequate. It is the Hirer's responsibility at all times to arrange a suitable supply of electricity for use with the equipment, and to ensure compliance with all electrical standards and requirements. The Hirer should ensure that the Goods are not exposed to extremes of temperature or any other condition, such as electrical supply fluctuations which may have a bearing on performance.

6. Hirer's Responsibility

During the hire term the Hirer hereby agrees to fully and completely indemnify the Company in respect of all claims by any person whomsoever for injury to any person or damage to property caused by or in connection with or arising out of the use of equipment hired and all costs and changes in connection herewith whether arising under statute or common law. The Hirer furthermore agrees to affect an appropriate policy of insurance which will be extended to provide an indemnity to the company in respect of such risks.

7. Period of Hire

The Hirer's responsibility commences on receipt or delivery of the Goods and ends when the Goods have been returned to the Company in the same condition as when the Goods were hired to the Hirer. (reasonable wear and tear accepted). The Hirer shall reimburse the Company in respect of all loss or damage to the Goods from whatever cause (reasonable wear and tear excepted).

8. Hire Rates

All prices quoted are subject to confirmation at time of order, and are exclusive of VAT which will be chargeable in accordance with legislation at the date of supply.

9. Charges

Hire charges will commence from the time shown on the agreement and will continue until returned to our premises or collected by our transport. All days are charged including Saturday, Sunday, Bank Holiday, all statutory holidays and Good Friday. Any extension of the hire period must be by agreement in writing and will be subject to the relevant charges. Unless the Hirer is an account holder, all hire charges, inclusive of VAT have to be paid in advance.

10. Delivery Charges

Hire charges do not include delivery and expense incurred by the company in delivering or recovering Goods, but may be charged to the Hirer in addition to the hire charges.

11. Charges for Loss, Stolen or Damaged Goods

Goods not returned will be charged for at the manufacturers current published list price and hire fees incurred up to the time the loss was notified to the Company will also be charged. The Company will charge the damage to the Hirer. In addition, hire fees will continue to accrue until the Company is able to replace or repair the loss or damaged Goods.

12. Cancellation Charges

In the event of cancellation, the cancellation rental charges will be as follows, three months' notice prior to the event 25%, up to one month 50%, one week or shorter 75%. In the event of cancellation of the Contract (for whatever reason) after the Goods have been set up on the Site, a cancellation charge of 100% of the Hire Charge and any Service Charge (as specified in the Quotation or Delivery Docket, whichever is applicable) will become payable by the Hirer. Crew cancellation fee is 100% payable by the Hirer in the event of cancellation within one week of the commencement time and date of the event.

13. Removal of Goods

Goods must not be removed from the original address specified herein by the Hirer when the Goods were first collected (or from the original delivery address to which the company delivered the Goods) without the knowledge and written consent of the Company.

14. Right of Access

The Hirer hereby authorises the Company to enter upon any premises wherein the Company reasonably believes any Goods or part thereof to be, and if, the Company in its absolute discretion deems necessary to inspect, repair, replace or repossess the same.

15. Person Signing

The person signing the agreement, including but not limited to the agents or servants of the Hirer, warrants that they have the authority of the Hirer to enter into a legally binding agreement hereby indemnifies the company against all losses and costs that may be incurred by the company if they have no authority to sign the agreement.

16. Limitation of Liability

The Company shall have no liability for indirect or consequential loss, damage, injury or expense, howsoever arising, or errors and omissions in the services, including but not limited to loss of anticipated profits or loss of production. It is also to be understood that the company shall have no liability for injury, death, loss, damage or expense resulting from defective materials or faulty workmanship in the Goods supplied hereunder, it's liability being strictly limited to it's warranty obligations hereunder. The Company shall not be liable for any consequential loss or damage arising from any representation by the Company, his servants or agents.

17. Retention of Title

The property in the Goods shall remain the absolute property of Creative Technology (Audiovisual) Ireland Ltd. and shall not pass to the Hirer at any time.

18. Force Majeure

The Company shall not be liable to the Hirer for any loss, damage, injury or expense whatsoever arising or resulting from acts of God, government orders, strikes, lockouts or other industrial action, inability to secure labour, materials or supplies at commercially justifiable rates, accidents, plant breakdowns, war, civil commotion, or any other circumstances (whether of the foregoing class or not) beyond the control of the Company and every contract with the Hirer is subject to cancellation, variation or suspension by the Company as may be necessary due to force majeure.

19. Indemnity

The Hirer shall at times keep the Company indemnified against any claims for loss, damage, expense, injury or death to third parties arising out of or connected with the subject matter of the contract herein contained with the Hirer and the Goods supplied hereunder.

20. No Waiver Clause

The rights of a party will not be prejudiced or restricted by any indulgence or forbearance extended to another party or other parties, and no waiver by a party in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by a party in exercising any right or remedy will operate as waiver thereof, nor will any single or partial exercise or waiver of any right or remedy prejudice its further exercise or the exercise of any other right or remedy.

21. Laws

These conditions of hire and all other express terms of every agreement between the Company and the Hirer concerning the supply of Goods or Services shall be governed by and constructed in all respects in accordance with the laws of the Republic of Ireland and the Hirer agrees to submit to the non-exclusive jurisdiction of the Irish courts in relation to any matter arising hereunder in dispute. If any provision of these terms and conditions is held by any competent authority or court 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 provisions in question, shall not be affected by such invalidity or unenforceability.

22. Headings

Paragraph headings in these conditions of hire are for ease of reference only and shall have no legal effect whatsoever.

23. General Data Protection Act

Ion Solutions are fully compliant with all aspects of the GDPR act as introduced by the EU on 25th May 2018. To this end all data, Powerpoint files, videos and all data submitted for the purposes of the hirer's event shall be removed permanently from all Ion Solutions devices upon completion of the event unless otherwise specifically requested in writing from the hirer otherwise.

24. Confidentiality

The Hirer shall keep in strict confidence all intellectual property to include technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Hirer by the Company, its employees, agents or subcontractors, and any other confidential information concerning the Company's business or its products or services which the hirer may obtain.