

Terms & Conditions of Dry Hire – ML Executives Limited

Definition of terms used:

"The Company": Any member of the ML Group, including but not limited to ML Executives Limited and Tour Support Services.

"Hirer": The person, company, department or other body who has ordered and/or accepted Goods or services from the Company.

"Goods": All items of equipment and or services accepted by the Hirer along with any other items and or services included or implied whether specified or not.

1. **Hire Period**: Hire charges are calculated from the date of collection /delivery to the date of return to the Company. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Goods may vary from those advertised on the Company website and cannot be guaranteed for periods of extension.

2. **Delivery & Collection**: All prices are ex-works from the Company's Crayford base. The Company can deliver or can arrange delivery of hired equipment. The Hirer can arrange collection from the Company's base. All charges for delivery/collection may be passed on to the Hirer.

3. **Hire Charges**: Hire charges are based on daily rates, with the period of hire starting from the time of checking out by the Company at its Crayford base, to the time of checking in by the Company, within its normal working hours (10.00am and 6.00pm). Thus, a one-day hire assumes that Goods checked out at any time between 10.00am and 6.00pm are returned before 6.00pm on the following day.

4. **Weekly Hire**: The normal weekly hire rate is a multiple of three times the daily rate. Goods checked out during operating hours on day one, must be returned before 6.00pm on the seventh day of hire, or a second week's hire will be incurred.

5. **Weekends & Bank Holidays**: Where the hire start date or end date falls on a weekend or bank holiday, at the discretion of the Company, checking out may be done on the last working day prior to the hire start date and/or checking in may be done on the first working day after the hire end date. Checking out or checking in may in some circumstances be arranged outside of normal operating hours and could be subject to an additional charge.

6. **Payments**: Payments must be made in full with cleared funds prior to checking out, unless the Hirer has set up an account with the Company, in which case payments will be made according to the terms of the account and as stated on the invoice. The Company does not accept payment by Credit or Debit Card.

7. **Late Payments**: Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an interest charge applied at the rate of 2% per calendar month or part thereof.

8. **Cancellation**: In the event of the cancellation of a hire within seven days of the hire start date, the company reserves the right to charge for the full value of the hire.

9. **Value Added Tax:** All prices are quoted exclusive of VAT, which will be charged at the rate prevailing on the date of the invoice.

10. **Hirer's Responsibilities:** The Hirer assumes full responsibility for the Goods from the time of checking out until checking in by the Company. The Hirer is responsible for any loss or damage caused to the Goods during this period. The cost of replacing or repairing Goods will be borne in full by the Hirer. Deposits will be returned only when any losses and damages have been made good and late return charges have been settled. Goods lost or damaged will be charged for at the full hire rate until the loss or damage is settled in full. The Hirer shall not remove the Goods from the United Kingdom without the prior written consent of the Company.

11. **Insurance:** It is a condition of hire that the Hirer provides adequate insurance to cover the Goods hired. The Company reserves the right to see evidence that the Goods are adequately covered by a suitable policy, prior to checking out the Goods.

12. **Liabilities:** Goods are supplied on the understanding that they will be competently installed and operated by the Hirer or agents of the Hirer. No liability will be accepted by the Company for any damage to persons or property whilst the Goods are on hire to the Hirer. The Goods must not be modified or altered in any way by the Hirer or agent of the Hirer.

13. **Competent Personnel:** Where certain hire Goods require specialist technical knowledge or training for the safe or effective installation and/or operation, the Hirer will be required to undertake that competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of the Company, a competent crew will be supplied by the Company and charged in addition to the hire rate.

14. **Replacing defective Goods:** The Company will supply all Goods in good working order, however, in the event of a defect; the liability of the Company will be limited to the repair or replacement of any defective Goods, at the discretion of the Company.

15. **Local Licenses:** The Hirer is solely responsible for obtaining any license, qualification or other authority, which may be required for the safe and legal operation of the Goods hired and agrees to abide by all legal guidelines relating to the installation and operation of the Goods.

16. **The Company's Property:** Goods remain the property of the Company at all times, in the event of a breach of any of these conditions, the Company may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Goods. The Hirer must allow the Company or its representative access to the Goods at any time as deemed necessary by the Company.

17. **Contract of Hire:** The placing of an order for Goods by the Hirer or the issuing of a sales invoice by the Company constitutes a contract, which binds the Hirer to accept the above conditions and the full Terms and Conditions of Business of the Company.

18. **English Jurisdiction:** All agreements, contracts and transactions entered into with the Company will be bound and governed by English Law. This document supersedes all previous Terms and Conditions of hire.