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Aero51 Hire Terms & Conditions

May 2008 onwards

1 Definitions:

- 1.1 The Term "Aero51" refers to Aero51 Limited and any business conducted by representatives acting on Aero51's behalf.
- 1.2 The term "Hirer" refers to the person, business, corporate or public body hiring any equipment from Aero51.
- 1.3 The term "Hire Agreement" refers to the formal contract between Aero51 and a Hirer in regard to the hiring of any items or services.

2 Booking a Hire:

2.1 HIRE AGREEMENT

- Full details of the hire including any dates for delivery and return are set out in the Hire Agreement. Once agreed by both parties this forms a binding contract. The Hirer must supply full and accurate details upon request to allow the Hire Agreement to be created and Aero51 reserves the right to refuse any request for a hire without needing to provide reason or explanation.

- The signatory to the Hire Agreement warrants that they are duly authorised on the Hirer's behalf to enter into the agreement and hereby personally indemnifies Aero51 against all losses and costs that may be incurred by Aero51 if this is not the case.

2.2 CHANGES TO THE HIRE AGREEMENT

- After the Hire Agreement has been accepted by both parties the Hirer may request that changes are made by informing Aero51 in writing 14 days before the commencement of the hire. Aero51 reserves the right to refuse these changes.

2.3 CANCELLATION BY THE HIRER

- The Hirer may cancel the hire booking without incurring any charge by informing Aero51 in writing at least 14 days before commencement of the hire. Cancellation of hires within 14 days warrant the following fees (calculated as percentages of hired items total); cancellation within 8-14 days prior to hire incur a 25% fee, cancellation within 1-7 days prior to hire incur a 50% fee.

2.4 CANCELLATION BY AERO51

- Aero51 shall be entitled to cancel the Hire Agreement with immediate effect and to repossess the equipment if at any time the Hirer is in breach of these terms & conditions or if the Hirer shall take any steps (or if any act or proceeding is commenced) in which the Hirer's solvency is in the reasonable view of Aero51, in doubt. Such termination shall not affect the right of Aero51 to recover from the Hirer any monies due under this Hire Agreement, interest, consequential loss or damages for breach.

3 Payment:

3.1 ACCOUNT HOLDERS

- Hirers holding an account with Aero51 are required to complete full and cleared payment within 14 days from the date of commencement of the hire.

3.2 NON-ACCOUNT HOLDERS

- All non-account holders are required to complete full and cleared payment 7 days prior to the commencement of the hire.

3.3 OUTSTANDING PAYMENTS

- Any outstanding payments will accrue interest charged at 5% per month or part thereof.

3.4 DEPOSIT

- A cleared damage deposit payment of £200 or more may be required to be paid to Aero51 7 days prior to the commencement of the hire. This deposit will only not be returned to the Hirer after the hire period should any equipment be returned damaged, lost or stolen, at which point the difference between the damage deposit and the cost of repair/replacement shall be refunded or invoiced to the Hirer as appropriate. Aero51 reserves the right to withhold the damage deposit for up to 14 days after the hired items have been returned to Aero51 in order to facilitate further equipment testing should it be deemed necessary.

3.5 INTERNATIONAL PAYMENTS

- All and any fees charged for international payment transactions from outside the UK shall be paid by the Hirer at the time of the transaction and the Hirer should add this amount onto the total amount payable.

4 Delivery and Collection:

4.1 DELIVERY TIMES

- All times and dates quoted or stated for delivery are approximate only.

4.2 DELIVERY & COLLECTION CHARGES

- Listed charges do not include delivery unless stated otherwise. Any expenses incurred by the company in delivery or recovering equipment or attempting the same will be paid by the Hirer and set out by Aero51 at the time of order.

4.3 METHOD & RISK

- Where delivery charges are quoted by Aero51, all charges are inclusive and Aero51 shall be free to select a carrier and mode of transport. Delivery provided by Aero51 shall include insurance for loss or damage during delivery, but shall be limited to the invoiced hire total and shall not include consequential loss of the customer.

- The Hirer shall be responsible for insuring the goods during transit once on hire at his/her own risk.

- One form of suitable identification (photo-card driving licence or passport) may be required from the signatory upon delivery of the hired items.

4.4 INSPECTION OF GOODS

- The Hirer must examine all goods delivered for the purpose of ascertaining whether they are in conformity with the Hire Agreement. The customer shall be deemed to have accepted the goods in respect of such lacks of conformity, which he/she discovered or ought to have discovered during such examination, if he/she has signed the delivery receipt or accepted the delivery from any courier or carrier.

- One form of suitable identification (driving licence or passport) may be required from the signatory upon delivery of the purchased items.

4.5 LATE RETURN

- Additional charges for late return accrue at the full daily hire rate for each 24 hour period or part thereof and any additional costs due to any consequential loss incurred by Aero51 from breach of the Hire Agreement by the Hirer.

5 Operation & Usage

5.1 OPERATIONAL USAGE

- The signatory to the Hire Agreement and the Hirer jointly take responsibility for everyone who uses the equipment, ensuring all users are; properly instructed in the safe and proper operation of the hired goods, in the possession of the necessary instructional material and will not allow the equipment to be misused in any way.

5.2 MODIFICATION

WEB: www.aero51.co.uk

EMAIL: info@aero51.co.uk

Aero51 Limited is registered in England & Wales No. 5801270.
Registered Office 4 Pinetree Road, Bewdley DY12 2JD. VAT Registration 884 1060 27.



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- The Hirer must not at any time whatsoever remove any plug, socket, connector, coupler or device from any cable without written authorisation from Aero51 or perform modification of any description to the hired goods. Any such item found to be missing or damaged will be replaced with all costs at the expense of the Hirer. Any such item found to be incorrectly refitted by the customer will be replaced and/or refitted by Aero51 at the expense of the Hirer.

5.2 POWER

- The Hirer is responsible at all times for ensuring that the power supply to which an item of equipment is connected is suitable for that equipment and ensure that the equipment shall at all times be properly earthed. The Hirer will be responsible for any damage caused to any plug, socket, coupler, connector, cable, device or equipment caused by connection to an unsuitable power supply, misconnection to any power supply or overloading. Aero51 will not be responsible for any damage caused to any power supply, generator, distribution board or other items of equipment to which Aero51's items were attached.

5.3 EQUIPMENT CONDITION

- All items are tested prior to despatch and believed to be in full working order. Any breakdown or unsatisfactory working of equipment shall be immediately notified to Aero51. The Hirer shall not use or continue to use any hired items with which they believe to be damaged, unsatisfactory or unsafe in any way.

- The Hirer shall under no circumstances attempt to repair the equipment without prior authorisation from Aero51.

- Any damaged or unsatisfactory equipment must be returned to Aero51 for examination at the Hirer's expense.

- If the equipment is involved in any accident resulting in damage to either the equipment or other property or injury to any person the Hirer shall notify Aero51 immediately with full details of the incident.

- The Hirer shall ensure that equipment remains serviceable and clean during the hire period. Any costs incurred in returning items to proper condition shall be charged to the Hirer. Any stains, tears, burns, cuts or rips made to material will not be repaired by Aero51 and the Hirer will reimburse the full retail cost of any such items returned in any of these conditions.

6 Insurance:

6.1 LOSS, DAMAGE OR THEFT

- The Hirer agrees to pay Aero51 the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear, tear or age) while on hire. The Hirer shall insure the goods against this liability. All monies received by the Hirer from any insurance company or third party in settlement of any claim shall be held in trust by the Hirer and paid to the company on demand to the extent that any such payment is due under this clause.

- The Hirer shall not compromise or settle any claim without the express consent of Aero51.

- In the case of equipment which is lost, stolen or damaged beyond economic repair the Hirer shall pay a charge at the full daily rate together with interest and consequential loss until the equipment is replaced

7 Liabilities:

7.1 AERO51'S LIABILITY

- Aero51's liability for any defect in the equipment shall be limited to and in no case exceed the total hire cost of the equipment hired from Aero51.

7.2 CONSEQUENTIAL LOSSES

- Nothing in these terms and conditions shall make Aero51 liable for any consequential loss to the Hirer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability incompatibility, or unlawful repossession of the equipment or any part thereof or any breakdown or stoppage of the same.

7.3 THIRD PARTY INVOLVEMENT

- Aero51 will not be responsible for any non-fulfilment of contract by either Management or Artist, or for any goods or services booked from a third party, but every reasonable safeguard is assured.

7.4 LIABILITY

- The Hirer will at all times fully indemnify Aero51 against any expense liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return, or non-return of the equipment. Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

7.5 INJURY TO PERSONS AND DAMAGE TO PROPERTY

- Aero51 shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused solely by the negligence of Aero51.

7.6 PERIOD OF RESPONSIBILITY

- The Hirer's responsibility for all hired items commences on receipt of the items by the Hirer or his/her agent or on delivery of the items as Aero51 sees fit. Responsibility ends when the Hirer is in possession of Aero51's unqualified receipt for the return of equipment.

8 General

8.1 POSSESSION OF HIRED ITEMS

- All hired items remain the sole property of Aero51 at all times and must be surrendered to a representative of Aero51 upon request. The Hirer shall not at any time sell, dispose or otherwise part with control of the equipment to any third party or attempt to do so.

8.2 AERO51'S ACCESS TO HIRED GOODS

- The Hirer hereby authorises Aero51 to enter upon any property upon which Aero51 reasonably believe any equipment to be and Aero51 in their absolute discretion may recover and remove the equipment or ascertain that it is being correctly used.

- The Hirer hereby authorises Aero51 (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Hire Agreement) to deduct any sums properly due to Aero51 arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of Aero51.

8.3 PRECEDENCE OF TERMS AND CONDITIONS

These terms and conditions will take precedence over any other conditions or terms appearing on any letters or agreements provided or implied by the Hirer, unless otherwise expressly agreed by Aero51 in writing. All purchase order terms and conditions are superseded by Aero51's terms and conditions upon agreement of the hire.

8.4 FORCE MAJEURE

Although Aero51 shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its reasonable control.

WEB: www.aero51.co.uk

EMAIL: info@aero51.co.uk

Aero51 Limited is registered in England & Wales No. 5801270.
Registered Office 4 Pinetree Road, Bewdley DY12 2JD. VAT Registration 884 1060 27.