

This document is issued by Moonlight Events North West Ltd, t/a Moonlight Events, to describe the terms and conditions of hire of the Company's equipment when provided without personnel for the operation of said equipment.

This document is the Terms & Conditions of Dry Hire in full, laying down the contractual agreement between Moonlight Events and the Hirer. Please note that other documentation, such as Quotations may include short interpretations and/or parts of these terms. In all cases, this document is the definitive Terms & Conditions of Dry Hire document and will take precedence over any other terms stated or implied elsewhere.

1. DEFINITIONS

- a. Hire This expression refers to the arrangement to use equipment supplied by the Company. The period of hire under these terms is usually one or more days and rates applied may be quoted as 'the Dry Hire Rate' or 'the Daily Rate', or 'the Weekly Rate'. Terms & Conditions do not cover Hire arrangements involving crew supplied by Moonlight Events.
- b. Hirer The person, company, department or other body who has ordered and/or accepted goods or services from Moonlight Events.
- c. The Equipment 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.
- d. The Company Moonlight Events Northwest Ltd t/a Moonlight Events.

2. PROVISION OF THE EQUIPMENT

- a. The Company agrees to supply you with the equipment as listed in the hire schedule/quotation for the period as listed in said document, without the services of a crew.
- b. If detailed in the hire schedule/quotation The Company will deliver, install and remove said equipment in the location of your choice. The company reserves the right to refuse to install equipment in a location that it deems, at its sole discretion, to be unsafe. Equipment with specific safety specifications (such as wind speed limits on marquees) will only be provided should such conditions be met. If during the period of the hire period said conditions are breached, or forecast to be breached, The Company reserves the right, at its sole discretion, to remove the equipment.
- c. The Company will provide all equipment 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 equipment, at the company's sole discretion.
- d. Equipment remains 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 Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

3. PRINCIPAL EXCLUSIONS

Unless explicitly stated in writing in the quotation document, the following is excluded from the hire provision;

- a. Taxes including Value Added Tax (VAT)
- b. Equipment other than that as listed in the hire schedule/quotation
- c. Transportation of equipment and personnel, including freight and transport costs and storage of the equipment. Unless clearly stated otherwise, all equipment and crew services are quoted originating from the registered company address. All equipment should be collected and returned here at the end of the hire period. Other arrangements must be agreed in writing prior to the commencement of the hire contract.
- d. Insurance. It is a condition of hire that the Hirer takes out adequate insurance to cover the equipment hired. The Company will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged equipment whether or not this is covered by the insurance policy taken out by the Hirer. The Company reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to checking out the Equipment. However, this does not reduce the liability of the hirer for uninsured losses.
- e. Carnet Fees and other administrative costs associated with the transportation of equipment as listed in the hire schedule/quotation outside of the United Kingdom.

If any of the above is provided to the hirer by The Company they will be recharged by The Company as extras above and beyond the quotation.

4. RESPONSIBILITIES OF THE HIRER

- a. The hirer accepts full responsibility for the equipment as listed in the hire schedule/quote from the time at which it is signed over by the company until it is signed back in. The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate arrangements for the safe keeping of the equipment during the period of hire. The hirer must take all necessary steps (at their own expense) to retain possession and control of the equipment and in the event of losing possession or control The Company will take all necessary steps to recover the equipment.
 - i. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.
 - ii. Equipment is not to be altered or modified in any way without the prior consent of The Company.
 - iii. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of The Company.
 - iv. If the equipment is delivered and installed by The Company, it must not be moved by the hirer unless instructed by a representative of The Company.

- b. The cost of replacing or repairing the Equipment should it be lost, damaged or modified will be borne in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full.

Examples of Loss / Damage / Modification include, but are not limited to, the following;

- i. Damage by persons known or unknown, including audiences and artists (whether or not as part of the performance)
 - ii. Damage or loss caused by inadequate handling by third parties
 - iii. Damage by adverse weather conditions including water damage
 - iv. Loss due to theft on site or in transit (if not being delivered and collected by The Company)
 - v. Loss or damage during transportation if being transported by The Hirer.
 - vi. Modifying cables by cutting and/or re-wiring plugs/sockets.
- c. If equipment is to be installed by the hirer it is hired on the full understanding that it be competently installed and operated by the Hirer. No liability will be accepted by The Company for any damage to persons or property whilst the Equipment is on hire to the Hirer.
 - d. Where certain hire Equipment requires 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.
 - e. The hirer is solely responsible for obtaining any licence, 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.

5. HIRE PERIODS, CHARGES & PAYMENTS

- a. 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 Equipment may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.
- b. 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.
- c. Hire charges are based on daily rates, with the period of hire starting from the time of checking out by The Company to the time of checking in by The Company, within the normal operating hours of the Company (10.00 am and 6.00 pm). Thus, a one-day hire assumes that goods checked out at any time between 10.00 am and 6.00 pm are returned before 6.00pm on the following day.
- d. The normal weekly hire rate is a multiple of 3 times the daily rate. Goods checked out during operating hours on day 1, must be returned before 6.00 pm on the 7th day of hire unless alternative timings are agreed

in writing prior to the hire period commencing.

- e. Where equipment is being collected by The Company it must be ready for collection and clear of all non-company equipment at the agreed time. If equipment is not ready for collection additional charges may be applied to the hire fee.
- f. 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.
- g. 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 each month until payment is received in full. (The rate of interest is currently 2.5% per calendar month or part thereof – the rate applied will be stated on the invoice).
- h. Non-account customers, (ie hirers who are required to pay for the rental in full prior to any hire) may be required to leave valid debit or credit card details with the Company as a payment guarantee in the event of a loss or late return. Card details must be valid at least up until the agreed hire finish date. The Company reserves the right to charge the hirer the full replacement cost relating to any loss of equipment. The hirer will have seven days to return any lost equipment before any charge is taken. If the equipment is returned within the seven days, a charge will be taken for the subsequent hire. The hirer accepts that such a charge will be taken in these circumstances and agrees to ensure that sufficient funds/credit limits are available on the submitted card.

6. GENERAL TERMS & PROVISIONS

- a. The placing of an order for equipment by the Hirer or the issuing of a sales invoice by The Company constitutes a contract which binds the Hirer to accept these conditions and our full terms and conditions of business.
- b. The Company may terminate the hire contract under these terms and conditions, either immediately or at any time within three months after that by notice to the Hirer and no payment subsequently accepted by The Company without knowledge of such termination shall in any way prejudice or affect the operation of this clause if the Hirer:
 - i. fails to pay any Rentals or other sums payable under these conditions or under any other agreement between the Hirer and The Company, in full within 14 days of such sums becoming due (whether demanded or not).
 - ii. commits a breach of any of the other terms and conditions of the contract (whether express or implied).
 - iii. does or causes to be done any thing, which in the opinion of The Company may jeopardise The Company's rights to the Equipment.
 - iv. is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the

Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days.

- v. suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order.
 - vi. enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts.
- c. **FORCE MAJURE:** The Company is not liable for any failure to supply a product or service where that failure is wholly caused by an event that could not reasonably have been foreseen, forestalled or prevented. This may include (but is not limited to) strikes, lockouts or other industrial disputes (whether involving the workforce of the Customer or any other party), failure of a utility service or transport network, act of God, war, epidemic, global pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers and subcontractors or the Order of the Licensing or any Public authority having jurisdiction. The Hirer expressly acknowledges and agrees that it was and will not be possible for The Company to foresee, plan for, or mitigate all the consequences that the existence and spread of the SARS-CoV-2 virus (or other virus declared as a pandemic by the World Health Organisation) may have or cause, including without limitation, the actions or recommendations by authorities.
- d. **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.