

Terms of Contract For Equipment Dry Hire

The following terms and conditions must be agreed to when hiring equipment from 21CC Group Limited or from any of our associated companies. 21CC Group Limited will hire products to trade customers with relevant skills required to install our range of equipment. Unless otherwise specifically stated, "hire" is defined as rental equipment supplied only. i.e. installation and commissioning is completed by the Hirer. Where installation and commissioning is offered as part of the service, this will be stated in the Contract.

1.0 DEFINITIONS

- 1.1 'Contract' means the agreement in writing between 21CC Group Limited and the Hirer.
- 1.2 'Hire Period' means the date agreed for the start of the hire until the Equipment is returned.
- 1.3 'Hire Charges' means the agreed rate of hire for the Equipment
- 1.4 'The Event', is the occasion that the Equipment has been hired for
- 1.5 'The Venue' means the location or venue where the Equipment is to be installed and used
- 1.6 'The Client' means the end client to the Hirer
- 1.7 'Equipment' means all materials, equipment and products supplied by 21CC Group Ltd as part of the hire agreement.
- 1.8 'Satisfactory Condition' means clean undamaged and unaltered as determined in 21CC Group Limited's sole discretion.
- 1.9 'The Hirer' means the company or individual on behalf of a company who is hiring the equipment.
- 1.10 '21CC Group Limited' means 21CC Group Limited a company incorporated in Scotland under the Companies Acts registered number SC417594 and having its registered office Hopetoun Sawmill, Hopetoun Estate, South Queensferry EH30 9SL.

2.0 THE CONTRACT

- 2.1 All hires are accepted by 21CC Group Ltd only under these Terms Of Business, which may not be altered except with our written agreement. Any contrary or additional terms unless so agreed are excluded.
- 2.2 The hire may be cancelled only with our written agreement and you will indemnify us against all losses damages costs and expenses we incur as a result of that cancellation.
- 2.3 If you cancel the hire within 48 hours of the Hire Period the full contract value will be payable.

3.0 OWNERSHIP / INSURANCE / SUB HIRE

- 3.1 All equipment remains the property of 21CC Group Limited at all times during the Hire Period.
- 3.2 The hirer agrees to insure the Equipment for damage, loss and theft to the full replacement value whilst the Equipment is in their care.
- 3.3 21CC Group Limited accept no responsibility for any items lost or damaged throughout the Hire Period. All lost or damaged items will be charged at replacement cost to the Hirer.
- 3.4 It is the hirers responsibility to ensure that they are familiar with the safe operation of the Equipment. If the Hirer is in any doubt, the Hirer should contact 21CC Group Limited immediately.
- 3.5 The Hirer may not sub-hire out the Equipment without written permission from 21CC Group Limited. The Hirer will be solely responsible for any damage to the Equipment or any property or injury to any person/s as a result of any sub-hire agreement, including any costs associated to 21CC Group Limited.
- 3.6 During the Hire Period the Hirer will not repair, alter or modify the Equipment or interfere with any 21CC Group Limited identification marks on the Equipment or any 21CC Group Limited signage attached to the Equipment.

4.0 SAFETY / RISK / OPERATION

- 4.1 The hirer is solely responsible for carrying out a risk assessment and method of safe working prior to installing and operating the Equipment.
- 4.2 We accept no responsibility for the damage or injury to any property or persons caused by any of our Equipment.
- 4.3 21CC Group Limited reserve the right to remove any Equipment, if we have any reason to believe there is a danger of causing injury to any person/s or may become damaged due to misuse.
- 4.4 All Equipment will be in good working order prior to being delivered to / collected by the Hirer. The Hirer must inspect the Equipment upon delivery / collection. In the unlikely event that any Equipment is found to be damaged or faulty prior to use by the Hirer, the Hirer should contact 21CC Group Limited immediately.
- 4.5 It is the Hirers responsibility to check the Equipment prior to The Event.
- 4.6 In the unlikely event of the Equipment being faulty or damaged prior to use at The Event or in the unlikely event of an Equipment failure during The Event, our liability extends only to covering the cost of hiring a suitable replacement.
- 4.7 It is the Hirers responsibility to make sure that the Hirer properly instructs all people who use the Equipment in its safe and correct use. A competent and experienced person should operate the Equipment at all times.
- 4.8 It is the Hirers responsibility to understand and comply with all Venue and Client requirements regards health and safety. The Hirer indemnifies 21CC Group Ltd against any claim resultant from improper use of the Equipment.

5.0 HIRE CHARGES / PAYMENT

- 5.1 Hire Charges are payable during the hire period.
- 5.2 You shall pay the Hire Charges for any Equipment and/or any other sums payable under the contract to us at the time and in the manner agreed. Our prices are, unless otherwise stated, exclusive of any applicable VAT for which you shall additionally be liable.
- 5.3 VAT will be charged at the prevailing rate.
- 5.4 Payment by the Hirer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until 21CC Group Ltd have received cleared funds in respect of the full amount outstanding. 21CC Group Ltd reserve the right to cancel any agreement for the hire of Equipment if the Hirer has not paid by the agree date. 21CC Group Ltd will not be liable to the Hirer for any costs accrued by the Hirer should we cancel the contract due to non-payment.

6.0 COLLECTION / DELIVERY / RETURN

- 6.1 We may ask for proof of identity of the Hirer upon delivery / collection of equipment. i.e. a driving license or passport. We reserve the right to refuse the hire if ID is not presented upon request.
- 6.2 It is the hirers responsibility to return all Equipment in a Satisfactory Condition. 21CC Group Ltd will clean any Equipment that is returned dirty. A cleaning charge of £40 per hour will be chargeable. Minimum cleaning time charged will be 3 hours.
- 6.3 All Equipment will be returned at the end of the Hire Period.
- 6.4 21CC Group Limited reserve the right to charge the Hirer for the late return of any Equipment, chargeable at the agreed hire rate for each day that the Equipment is late.

7.0 TRANSPORTATION

- 7.1 The Hirer is solely responsible for the safe transportation of the Equipment.
7.2 It is the Hirers responsibility to ensure that their drivers have the necessary training and comply with any legislative requirements regards the transportation any Equipment and associated goods, such as gas.

8.0 NON RETURNED / LOST / STOLEN / DAMAGED EQUIPMENT

- 8.1 You have full responsibility for the care and safekeeping of the Equipment and to return it in good order.
8.2 You will pay to 21CC Group Limited the current published list price of any equipment, which is lost or stolen or damaged beyond economic repair. You are advised to insure the Equipment on this basis. You must not compromise any insurance claim without our written consent.
8.3 If the Equipment is not returned in a Satisfactory Condition, the Hirer will pay us the cost of cleaning repairing and/or rectification (the Repair Charge). If the Equipment is lost, stolen or in 21CC Group Limited's sole opinion is damaged beyond repair, the Hirer shall pay full replacement value. 21CC Group Limited shall give you 5 Working Days written notice before starting any repairs to allow for the Hirers inspection. The decision to undertake repairs is at 21CC Group Limited's sole discretion. This is without prejudice to 21CC Group Limited's other rights.
8.4 The Hirer shall pay to 21CC Group Limited 70% of the day-rate hire charge, from the date of the off-hire, or damage or loss notification, until the Hirer or the Hirers insurers has paid for the full replacement cost or the cost of repairing the Equipment to the full hire-able condition.

9.0 PRIVACY POLICY

- 9.1 To review our Privacy Policy in relation to how we gather and use your data for Dry Hire services, please [click here](#). A hard copy is available upon request.

10.0 GENERAL TERMS

- 10.1 The hirer takes full responsibility for the safe handling, installation and commissioning of the Equipment hired.

If you have any queries regards our terms and conditions, please feel free to contact us. Thank you for using 21CC Group Ltd.

Geoff Crow
Director
21CC Group Ltd