

TERMS & CONDITIONS FOR THE HIRE OF ITEMS (HIRE CONDITIONS)

the Items elsewhere without first obtaining Flying Hire's written or verbal consent.

SECTION A - HIRE POLICY

1. HIRE REQUESTS

- 1.1 The acceptance by Flying Hire of a hire request is made on the condition that the Customer agrees to be bound by these Hire Conditions.
- 1.2 The submission of an enquiry form or a request for a quote by the Customer (whether in hard copy or online at <https://www.flyinghireevents.co.uk/>) (an **Enquiry Form**) is only an offer to hire the Items, by way of licence. No request or enquiry shall be deemed confirmed, and the agreement shall not come into effect as a Contract, until:
 - 1.2.1 Flying Hire confirms acceptance of the booking in writing to the Customer; and
 - 1.2.2 Flying Hire has received a signed copy of the Quotation Form (which is subject to these Hire Conditions) from the Customer; and the Deposit (if applicable) in cleared funds, to such account as Flying Hire shall nominate for receipt.
- 1.3 Flying Hire may at its absolute discretion "provisionally" accept hire requests. However, these will be held for a maximum of 2 (two) weeks from the issue by Flying Hire of the Quotation Form and subject always to proximity to the proposed Hire Period. Until the provisional booking is confirmed as an accepted booking by Flying Hire in accordance with condition 1.2 of Section A of these Hire Conditions and the Deposit paid in full, Flying Hire may in its absolute discretion release that request from a provisional booking and in no circumstances shall a provisional booking constitute a booking or the parties entering into a Contract.
- 1.4 The Charges (less any Deposit already received in cleared funds by Flying Hire) must be paid in full in cleared funds at least 14 days prior to the start of the Hire Period. If a booking is made less than 28 days prior to the start of the Hire Period, the entire Charge will be due immediately upon the signing of the Contract.
- 1.5 Flying Hire may set a credit limit for the Customer, such limit and repayment terms shall be at Flying Hire's sole discretion. Flying Hire reserves the right to reduce or revoke the credit limit with immediate effect and any outstanding Charges must be repaid in full in cleared funds within 14 days of the date of reduction or revocation.
- 1.6 The Hire Period includes the time it may take to install, de-install or collect and deliver the Items. If the Customer requires additional time outside of the Hire Period for any reason or if the installation de-installation or collection takes additional time due to the acts or inactions of the Customer or any person on the Site, Flying Hire may charge an additional charge for this extra time.

2. HIRE ITEMS

- 2.1 This is a hire agreement. The Items will remain Flying Hire's property at all times and can never become the Customers. The Customer must not sell or dispose of any of the Items.
- 2.2 The Customer must keep the Items safely and ensure that they are kept secure at the Site and may not move

2.3 The Customer must:

- 2.3.1 ensure that all Items are kept and operated in a suitable environment;
- 2.3.2 take such steps (including compliance with all safety and usage instructions provided by Flying Hire) as may be necessary to ensure, so far as is reasonably practicable, that the Items are at all times safe and without risk to health when it is being used, cleaned or maintained by any person;
- 2.3.3 not make any alteration to the Items and not remove any existing component(s) from any Item without Flying Hire's prior written consent;
- 2.3.4 ensure that no person other than the Customer or any other person on the Site uses or operates the Items at any time unless expressly authorised to do so by Flying Hire;
- 2.3.5 not use the Items for any unlawful purpose;
- 2.3.6 permit Flying Hire at all reasonable times and upon reasonable notice to inspect the Items including procuring access to the Site;
- 2.3.7 not stick, nail, screw or fix in any way anything to the Items;
- 2.3.8 ensure that all Items are returned in a clean and working condition;
- 2.3.9 notify Flying Hire immediately if an Item on delivery requires maintenance or adjustment. Flying Hire or On-Site Support (if provided) will then seek to remedy this. If the Customer does not notify Flying Hire on delivery the Customer agrees that the Items are in full working order; and
- 2.3.10 notify Flying Hire immediately after any breakdown, loss and/or damage to the Items and not use the Items following the breakdown, loss and/or damage.

2.4 If at any time Flying Hire decides that it is no longer practicable to keep any Item in working order Flying Hire may either:-

- 2.4.1 replace any Item with other goods as similar as possible to those replaced; or
- 2.4.2 terminate this Contract by giving you notice (effective immediately).

2.5 If Flying Hire terminates this Contract under condition 2.4.2 of Section A the Customer must let Flying Hire collect the Items from the Site as soon as practicable.

3. HIRE PERIOD

- 3.1 The term of the Contract shall commence at the time specified in the Hire Period and shall unless, terminated in accordance with these Hire Conditions or if a delay is caused, will terminate immediately following the expiry of the Hire Period.
- 3.2 If the Customer is a consumer the maximum Hire Period is three months.

4. SERVICES

- 4.1 The Charges shall detail the costs for the provision by Flying Hire of any services and On-Site Support which are required for the purposes of this agreement and as specified in the Quotation Form (the **Services**).
- 4.2 For the duration of the Hire Period the risk of the Items will be that of the Customer and the Customer shall operate the Items and adhere to the instructions of the On-Site Support.

- 4.3 Notwithstanding the provision of condition 4.2 of Section A, for the duration of the period which On-Site Support is provided the Customer shall remain responsible for the security and use of the Items and all liability remains with the Customer (subject to these Hire Conditions).
- 4.4 The Customer shall be solely responsible for the acts of any person on the Site (whether authorised by the Customer or not) for any damage which occurs as a result of such actions.
- 4.5 Unless agreed otherwise, Flying Hire shall be responsible for delivering the Items to the Site for the start of the Hire Period and for collecting the Items from the Site at the end of the Hire Period. The Customer shall remain responsible and liable for the Items (including any loss, damage or theft) until the Items have been collected by or returned to the possession of Flying Hire.
- 4.6 The Customer will allow and/or procure sufficient access to and from the Site and procure sufficient unloading space, facilities, equipment and access to utilities for the purpose of delivery, installation, de-installation, collection and/or On-Site Support throughout this Contract.
- 4.7 The Site needs to be appropriate for the delivery by heavy goods vehicles and the loading and unloading tasks required for the purposes of this Contract. Any damage, delays or issues which arise due to the condition of the Site is at the Customer's risk and Flying Hire may recover additional charges to cover any extra costs or losses incurred by Flying Hire as a result of this.

5. CANCELLATIONS AND TERMINATIONS

- 5.1 If the Customer wishes to cancel the Contract before the start of the Hire Period the Customer must notify Flying Hire of a cancellation in writing (the effective date of notice being the date received by Flying Hire, or the next following Business Day if applicable) either by email to info@flyinghireevents.co.uk or in writing to Merlin House, Wigsley Road, North Scarle, Lincoln LN6 9HD, in either case quoting the Order Reference in the subject heading (the **Notice**).
- 5.2 In the event that the Customer cancels the Contract, including for the avoidance of doubt where delay or failure results from events, circumstances or causes which are beyond the Customer's reasonable control, Flying Hire shall be entitled to charge the Customer cancellation charges by reference to how long before the Hire Period, Flying Hire received written notice of cancellation, as set out below in this condition 5 of Section A (the **Cancellation Charges**):-

When Notice of Cancellation is received: Percentage of Charges chargeable

- 57 days or more prior to the Hire Period: 25% of the Charges.
 - Between 22 days and 56 days before the Hire Period: 50% of the Charges.
 - Between 15 days and 21 days before the Hire Period: 75% of the Charges.
 - 14 days or fewer prior to the Hire Period: 100% of the Charges.
- 5.3 Flying Hire reserves the right to cancel an agreed hire for any reason including, but not limited to, the following reasons:

- 5.3.1 the Customer fails to pay any amount payable under this Contract by its due date, exceeds its credit limit or commits any breach of its obligations under this Contract;
- 5.3.2 the Customer has an interim or bankruptcy order made against them with a creditor's demand under the Insolvency Act 1986, or make a formal composition or scheme with the Customer's creditors, or call a meeting of them;
- 5.3.3 execution is levied or attempted against any of the Customer's assets or income;
- 5.3.4 if the provision of the Items are prevented by circumstances beyond the control of Flying Hire;
- 5.3.5 the owner of the Site threatens or takes any step to distrain on the Items;
- 5.3.6 the Customer has given false information in connection with the Customer's entry into the Contract;
- 5.3.7 the Items are destroyed or damaged and as a result are unable to be used.
- 5.4 Flying Hire reserves the right to terminate the Contract for any reason including, but not limited to, the following reasons:
- 5.4.1 in the interest of health and safety concerns; or
- 5.4.2 if the Items are not being kept securely at the Site or are at risk of damage.
- 5.5 Subject to condition 2 and condition 3 of Section B, Flying Hire will not be liable for any losses incurred by the Customer due to the cancellation or termination of the hire of the Items in accordance with condition 5.3 of Section A and/or condition 5.4 of Section A. In the event of a cancellation in accordance with condition 5.3.4 of Section A only, Flying Hire will refund:
- 5.5.1 all monies paid by the Customer on account, if the Contract is ended prior to the commencement of the Hire Period (less reasonable administrative charge by Flying Hire and any costs properly incurred by Flying Hire in relation to the hire of the Items); or
- 5.5.2 monies representing payment on a pro-rata apportionment basis, for any period for which the Customer did not have use of the Items as a result of Flying Hire's termination, if the Contract is cancelled during the Hire Period, such refund shall be made by the method the Customer used for payment, within 14 days from the day on which Flying Hire provides notice of such cancellation to the Customer.
- 5.6 Where the Customer is a business customer and has a value of a Contract is in excess of £5,000 (excluding VAT) a 25% non-refundable deposit to reserve the services for the Hire Period.

6. ITEM DAMAGE

- 6.1 The Customer shall at all times:-
- 6.1.1 be responsible for the actions or inactions of any of their staff, volunteers, contractors, or any person on the Site and shall indemnify Flying Hire in respect of all and any damage to or theft of the Items (or any part) that occurs during the Hire Period and all times outside of the Hire Period where the Items remain under the Customer's control or responsibility (**Item Damage**); and;
- 6.1.2 indemnify Flying Hire against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs

(calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Flying Hire arising out of or in connection with any damage to the Items. This condition 6 of Section A shall survive termination of the Contract.

- 6.2 In the event of loss or damage affecting the functionality of the Items during the Hire Period, except for as a result of fair wear and tear, the Customer shall indemnify Flying Hire against all losses, costs and expenses incurred by Flying Hire in relation to the hire of alternative equipment, the repair of any Items or items for the period between the date of such loss/damage and/or the acquisition of replacement equipment and the proceeds of any insurance shall be paid to Flying Hire on demand.
- 6.3 The Customer or any of their staff, volunteers, contractors, or any person on the Site must not repair or attempt to repair the Items without the written consent of Flying Hire.
- 6.4 If a generator is running 24/7 the Customer will be responsible for the costs for routine maintenance (being conducted approximately every 500 running hours) and fair wear and tear and such maintenance and repair shall only be carried out by a fully qualified professional which Flying Hire has approved in writing.
- 6.5 Subject to condition 2 of Section B, where Flying Hire recommends that a Customer hires or has available a back-up generator and where that Customer fails to adhere to the recommendation the Customer does so at its own risk and accepts that Flying Hire is not liable for any loss suffered by a failure of the single generator (whether as a result of an inherent default and fair wear and tear) which would have been prevented by a back-up generator.
- 6.6 Subject to conditions 6.1 to 6.4 of Section A above, if there is a breakdown or issue with the Items as a result of fair wear and tear or an inherent default or if routine maintenance is required the cost to repair or replace the Items shall be borne by Flying Hire provided that the Customer notifies Flying Hire of the issue as soon as possible.
- 6.7 Where a breakdown has been reported to Flying Hire they will endeavour in servicing the Customer to resolve the issue as soon as reasonably possible. Flying Hire will initially obtain more information and seek to identify and resolve the issue over a telephone call. If the issue requires Site attendance Flying Hire will arrange an engineer to attend within a reasonable timescale. If the issue cannot be resolved Flying Hire will provide a replacement Item to the Site.

7. HEALTH & SAFETY

- 7.1 The Customer shall comply with all conditions, regulations, guidance or codes under applicable law, provided by Flying Hire or provided by the local authority in relation to the Items such as health and safety requirements and the use and installation of the Items and all costs of these shall be borne by the Customer.
- 7.2 The Customer shall be responsible for the conduct, actions or inactions in relation to the hiring and use of the Items which breach condition 7.1 of Section A by any of their staff, volunteers, contractors, or any other person on Site.

7.3 Where equipment is to be 'dry-hired' (hired without On-Site Support from Flying Hire), it is the Customers responsibility and cost to ensure all out-going electrical connections and services are installed by a competent person, that any circuits are tested and a certificate issued as safe to energise and test results issued to BS7909 or BS7671.

7.4 Flying Hire accepts no responsibility for the safety or suitability of any on-going connections or equipment connected to untested installations irrespective of who has supplied the distribution cables and distribution boxes. Earth leakage settings on the generators is the responsibility of the responsible individual signing off the installation or the Customer. Any electrical trips or failures are to be borne by the Customer.

7.5 All cables must be returned coiled and taped, Flying Hire reserves the right to charge coiling and cleaning as an additional charge.

8. INSURANCE

8.1 The Customer shall take out a policy of insurance with a reputable insurance company to cover all Items for their total replacement value and to cover such reasonable risks as Flying Hire may specify. Alternatively, Flying Hire will provide reasonably priced insurance in respect of the Items at an additional cost to the Customer during the course of the Hire Period. The Customer shall produce to Flying Hire on demand full particulars of that insurance and the receipt for the premium.

8.2 The Customer must for the duration of the Hire Period not commit any act or omission, the effect of which is to invalidate any insurance policy held by itself or Flying Hire in relation to the Items.

SECTION B – HIRE TERMS

1. INTERPRETATION

1.1 The following definitions shall apply in this Contract:

Additional Charges: any additional fees which may be payable by the Customer, including but not limited to: any time which the Customer holds the Items outside of the Hire Period; any cleaning or repairing of the Items following the use by the Customer; the Site being inappropriate for the delivery of the Items; or insurance. Estimates of the additional charges may be requested from Flying Hire prior to and during this Contract.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the fees payable as detailed in the Quotation Form, including but not limited to hire charges, sale charges, delivery charges and Additional Charges. All Charges are exclusive of VAT unless stated otherwise.

Contract: the contract between the Customer and Flying Hire for the hire of the Items by way of a licence, in accordance with the Quotation Form, these Hire Conditions (being the Section A Hire Policy and the Section B Hire Terms).

Customer: the individual(s), partnership, organisation or company who is hiring the Items from Flying Hire and as detailed in the Quotation Form.

Deposit: any amount of the Charges which are required in advance of the Hire Period.

Flying Hire: Flying Hire Limited a company registered in England and Wales. Our company registration number is 04188430 and our registered office is at Merlin House, Wigsley Road, North Scarle, Lincoln LN6 9HD.

Hire Conditions: the Hire Policy set out in Section A and the Contract Terms set out in Section B and any additional terms set out in the Quotation Form.

Hire Period: the period during which the Items are hired by the Customer, including the time period detailed in the Quotation Form and any other time outside of the Hire Period during which the Items are not in the possession of Flying Hire. This includes any time in which the Items are being transported or delivered by the arrangement of the Customer.

Items: all items detailed in the Quotation Form and any other items which may be provided to the Customer in connection with the Contract. Items includes any replacements, renewals or additions made to them by Flying Hire or by the Customer with Flying Hire's prior written consent.

On-Site Support: any individuals who are instructed by Flying Hire to provide services to the Customer in connection with the installation of the Items.

Site: the site on which the Items are to be kept during the Hire Period. This site will be the Delivery Address detailed in the Quotation Form unless Flying Hire have agreed an alternative address in writing.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes email but not fax. In the case of any contradiction, inconsistency or other discrepancy between the Quotation Form and these Hire Conditions, the terms of the Quotation Form will prevail.

1.5 Where two or more individuals or companies are named as the Customer, each shall jointly and severally accept the obligations under the Contract. This means that each Customer can be held fully responsible under the Contract.

1.6 **Is the Customer a business customer or a consumer?** In some areas the Customer will have different rights under these Hire Conditions depending on whether the Customer is a business or a consumer. The Customer is a consumer if they are an individual and hiring the Items wholly or mainly for their personal use (not for use in connection with their trade, business, craft or profession).

1.7 **If the Customer is a business customer this is Flying Hire's entire agreement with the Customer in relation to the hire of the Items.** The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Flying Hire which is not set out in the Contract and that the Customer shall have no claim against Flying Hire for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

2. FLYING HIRE'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY THE CUSTOMER IF THE CUSTOMER IS A CONSUMER

2.1 **Flying Hire are responsible to the Customer for foreseeable loss and damage caused by Flying Hire.** If Flying Hire fails to comply with its obligations under the Contract, Flying Hire are responsible for loss or damage which a Customer suffers that is a foreseeable result of Flying Hire's breaking the Contract or Flying Hire failing to use reasonable care and skill, but Flying Hire are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both Flying Hire and the Customer knew it might happen, for example, if the Customer discussed it with us during the booking process.

2.2 **Flying Hire do not exclude or limit in any way its liability to the Customer where it would be unlawful to do so.** This includes liability for: (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and (b) fraud or fraudulent misrepresentation.

2.3 If the Customer is a consumer the hire is only for the Customer's domestic and private use. If the Customer uses the Items for any commercial or business purposes Flying Hire's liability to the Customer shall be limited as set out in conditions 3.1 to 3.3 (inclusive) of Section B of these Hire Conditions.

2.4 Customers who are consumers can be find detailed information on the Citizens Advice website www.citizensadvice.org.uk or by calling 0800 144 8848.

3. FLYING HIRE'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY THE CUSTOMER IF THE CUSTOMER IS A BUSINESS

3.1 Nothing in the Contract shall limit or exclude our liability for:

- 3.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 3.1.2 fraud or fraudulent misrepresentation;
- 3.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 3.1.4 defective products under the Consumer Protection Act 1987; or
- 3.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

3.2 Except to the extent expressly stated in condition 3.1 of Section B of these Hire Conditions all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

3.3 Subject to condition 3.1 of Section B of these Hire Conditions:

- 3.3.1 Flying Hire shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 3.3.2 Flying Hire's total liability to the Customer for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of 150% of the total Charges.

3.4 Flying Hire shall not be liable to the Customer for any costs, expenses, damages and losses suffered or incurred by the Customer as a result of the Customer not using the Items in accordance with any guidance provided by Flying Hire (including its On-Site Support), whether written or oral, see condition 4 of Section A for additional details.

4. DUTY TO MITIGATE

Each party has a duty to take reasonable steps to reduce it loss and mitigate any detrimental side effects caused by a breach of this Contract by either party or a force majeure event.

5. INTEREST

If any money due and payable by the Customer under this Contract has not been paid on the due date for payment, Flying Hire may charge interest on the overdue amount at the rate of 4% (four percent) a year above The Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. The Customer must

pay Flying Hire interest together with any overdue amount.

6. NATURE OF THIS CONTRACT

6.1 The Customer acknowledges that Flying Hire retains ownership of the Items. The Customer has no right, title or interest in the Items except that they are hired to the Customer.

6.2 If the Customer wishes to make a change to the agreed Contract Details set out in the Quotation Form, the Customer should contact Flying Hire as soon as practicable, and Flying Hire will confirm whether the change is possible. If the change is possible and additional costs will be incurred by Flying Hire to implement the change, Flying Hire shall notify the Customer of such additional costs and the date by which they must be paid in full. Flying Hire must receive from the Customer payment of such additional costs in full in cleared funds before Flying Hire is obliged to proceed with the agreed change. If Flying Hire do not respond to the request of if the change is not possible then no change to the Contract shall be deemed to be made.

6.3 Where hire of the Items is to a Customer who is a consumer and the hire would be covered by the Consumer Credit Act 1974 the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated and the Customer shall be required to return the Items or allow Flying Hire to collect the Items in accordance with these Hire Conditions. Accordingly the hire of any Items in accordance with these Hire Conditions shall not covered by the Consumer Credit Act 1974.

7. TERMINATION

Termination of the Contract will not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.

8. GENERAL

Force majeure

8.1 Subject to condition 5 of Section A, neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (except for circumstances where Flying Hire has provided the Items the Customer shall be required to pay the Charges or where the Customer is required to be a Cancellation Charge).

Assignment and other dealings.

8.2 The Customer shall not assign, transfer, sublet, subcontract or deal in any other manner with any or all of its rights and obligations under the Contract without Flying Hire's prior written consent.

8.3 Flying Hire may at any time assign, transfer, subcontract or deal in any other manner with any or all of its rights under the Contract.

Confidentiality

8.4 Each party undertakes that it shall not at any time disclose to any person any confidential information

concerning the other party or use any other party's confidential information for any purpose other than as required under the Contract, or unless required by law, any governmental or regulatory authority.

Personal Information

- 8.5 Flying Hire will only use the Customer's personal information as set out in our privacy policy which is available on Flying Hire's website or by emailing info@flyinghireevents.co.uk

Entire agreement

- 8.6 The parties agree that this Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt the parties agree that these Hire Conditions shall take precedence over any and all terms and conditions which the Customer may have.

Variation

- 8.7 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver

- 8.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 8.9 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Set Off

- 8.10 If the Customer is a business customer, the Customer must pay all amounts due to Flying Hire under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Severance

- 8.11 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition 8.11 of Section B shall not affect the validity and enforceability of the rest of the Contract.

Notices

- 8.12 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered

office (if a company) or its principal place of business (in any other case); or sent by email to info@flyinghireevents.co.uk.

- 8.13 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, on the next Business Day after transmission.

- 8.14 This condition 8 of Section B shall not apply to the service of any proceedings or other documents in any legal action.

Third party rights

- 8.15 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Governing law

- 8.16 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction

- 8.17 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

TERMS & CONDITIONS FOR THE PURCHASE OF GOODS (SALE CONDITIONS)

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which you purchase goods from us.
- 1.2 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and buying the products wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.3 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. For the avoidance of doubt the parties agree that these Sale Conditions shall take precedence over any and all terms and conditions which the other party may have.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Flying Hire Limited a company registered in England and Wales. Our company registration number is 04188430 and our registered office is at Merlin House, Wigsley Road, North Scarle, Lincoln LN6 9HD. Our registered VAT number is 755715117.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01522 778899 or by writing to us at info@flyinghireevents.co.uk or our registered office address.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. For example, this might be because the product is out of stock, because of unexpected limits on our resources, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative

purposes only. Your product may vary slightly from those images.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements, for example to address a security threat. These minor changes will not affect your use of the product.

7. PROVIDING THE PRODUCTS

- 7.1 **Delivery costs.** The costs of delivery will be provided to you on your order summary.
- 7.2 **When we will provide the products.** The details for delivery are set out in the order summary.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received (less reasonable administrative charge by us and any costs properly incurred by us in relation to the purchase).
- 7.4 **Collection by you.** If you have asked to collect the products from Merlin House, North Scarle, you can collect them from us between 7.30 -17.00 on weekdays (excluding public holidays) weekends via previous arrangement.
- 7.5 **If you are not available when the product is delivered.** If no one is available at your address to take delivery we will leave you a note informing you of how to rearrange delivery or collect the products.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and condition 10.2 will apply.
- 7.7 **When you become responsible for the goods.** A product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.8 **When you own goods.** You own a product once we have received payment in full.
- 7.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect

information, we may either end the contract (and condition 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.10.1 deal with technical problems or make minor technical changes;

7.10.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.10.3 make changes to the product as requested by you or notified by us to you (see condition 6).

7.11 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 4 we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see condition 14.3) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see condition 14.6). As well as suspending the products we can also charge you interest on your overdue payments (see condition 14.5).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

8.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see condition 12 if you are a consumer and condition 13 if you are a business;

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see condition 8.2;

8.1.3 **If you are a consumer and have just changed your mind about the product**, see condition 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.1.4 **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)**, see condition 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see condition);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then you have a legal right to change your mind within 14 days and receive a refund.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

8.4.1 products which you have started to use but are not faulty or damaged

8.4.2 if you do not inform us that you wish to cancel within 5 days of us informing you of the change.

8.5 How long do consumers have to change their minds? You have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see condition 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, contact us to let us know as soon as possible. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund any costs, expenses, or additional charges which we have incurred (or, if you have not made an advance payment, charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by contacting us through one of the methods set out in condition 2.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, arrange for them to be delivered back to us at our address or allow us to collect them from you. Please call us to arrange collection. If you are a consumer exercising your right to change your mind you must return to us or allow us to collect the goods within 14 days of telling us you wish to end the contract. If the goods are not received by us whether due to a loss or damage to the goods in delivery or otherwise, a refund will not be provided

9.3 **When we will pay the costs of return.** We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed;

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

9.3.3 in all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 **When your refund will be made.** We will make any refunds due to you as soon as practicable. If you are a consumer exercising your right to change your mind then:

9.7.1 If we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see condition 9.2.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in condition 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 10 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk or call 0800 144 8848.

For goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

12.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, arrange for them to be delivered to us or allow us to collect them from you.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you are a business customer we warrant that on delivery any products which are goods shall:

13.1.1 conform in all material respects with their description and any relevant specification;

13.1.2 be free from material defects in design, material and workmanship;

13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

13.1.4 be fit for any purpose held out by us.

13.2 Subject to condition 13.3, if:

13.2.1 you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in condition 13.1;

13.2.2 we are given a reasonable opportunity of examining such product; and

13.2.3 you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in condition 13.1 if:

13.3.1 you make any further use of such product after giving a notice in accordance with condition 13.2.1;

13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

13.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the you;

13.3.4 you alter or repair the product without our written consent; or

13.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this condition 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in condition 13.1.

13.5 These terms shall apply to any repaired or replacement products supplied by us under condition 13.2.

14. PRICE AND PAYMENT

14.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that

you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 **When you must pay and how you must pay.** We accept payment by credit and debit cards. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

14.4 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at condition 12.1; and for defective products under the Consumer Protection Act 1987.

15.3 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in condition 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1 Nothing in these terms shall limit or exclude our liability for:

16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2 fraud or fraudulent misrepresentation;

- 16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 16.1.4 defective products under the Consumer Protection Act 1987; or
 - 16.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in condition 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 Subject to condition 16.1:
- 16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - 16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of 150% of the total sums paid by you for products under such contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our privacy policy.

18. OTHER IMPORTANT TERMS

- 18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if

we agree to this in writing. However, if you are a consumer you may transfer our guarantee to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item.

- 18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.