



45, West Hill Road  
St. Leonard On Sea  
United Kingdom  
TW38 0NA  
Cell: +44 7375 32 4141

## Standard Terms & Conditions of Hire

### 1. DEFINITIONS

- ❖ The company is SPHYR Ltd
- ❖ The Client is the person hiring the equipment/ services from the company named on the quote or invoice.
- ❖ Period of hire/ service will commence from the time equipment and our employees arrive on site and continue until the specific job agreed upon has been completed.

### 2. ACCEPTANCE

- ❖ Unless stated in writing all orders are subject to the Terms and Conditions as stated below and the Client by authorising or allowing work to proceed is deemed to have acknowledged this.

### 3. QUOTES

- ❖ The quote is valid for 7 days from date of issue, unless otherwise specifically stated.
- ❖ Quotes are subject to a site inspection and availability of goods.
- ❖ Any changes to the quote need to be made in writing and agreed to by both parties.
- ❖ On signature of the quote or payment of deposit the terms become binding.
- ❖ Should a certificate not be included in the quote, the onus is on the Client to arrange the necessary documentation if required. Or request from SPHYR representative.
- ❖ Permits for fire, town planning, health and safety and any other permits required by the Client, are excluded and the onus rests with the Client to arrange the necessary documentation.

### 4. DEPOSIT

- ❖ To secure the services of SPHYR, a 70% deposit is to be paid by the Client on signature of quotation.
- ❖ Stock/ services will only be secured once the deposit payment is received.

### 5. PAYMENT

- ❖ Payments must be made in accordance with the terms stated on the quotation or in accordance with the companies signed credit agreement.
- ❖ Payment terms are 70% deposit to secure services, on acceptance of quotation with the balance to be cleared into the company's account 72 (Seventy two) hours prior to set up.
- ❖ Interest will be charged on all outstanding amounts.
- ❖ Any stock or services not included in the original quote will be billed immediately and are for immediate payment.
- ❖ Should the Company elect to install the goods/performance the service prior to receiving payment in full, this will be at the sole discretion of the company and shall be done without prejudice of any of the company's rights in terms of these terms and conditions.

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### 6. CANCELLATION, NON-PAYMENT & REFUNDS

- ❖ Should the Client for any reason , cancel the hire of goods and or services:
  - a. 14 days preceding the date of hire, the Client will forfeit 100% of the hire price
  - b. 14 – 21 days preceding the date of hire, the Client will forfeit 75% of the hire price.
  - c. More than 21 days preceding the date of hire, the Client will forfeit 50% of the hire price.
  
- ❖ If the Client does not fulfil any of its obligations, the company may:
  - a. Cancel this agreement and retain the deposit
  - b. Grant the Client a credit against future rentals

### 7. THE SITE

- ❖ The hire/ service charges are based on the assumption that the site is:
  - a. All surfaces cleaned prior to our arrival.
  - b. Central air-conditioning units turned off.
  - c. Central smoke alarms and detectors turned off.
  - d. There is easy access for motor vehicles including trucks and staff.
  - e. Sufficient loading space
  
- ❖ Should the site or its access not be suitably prepared as agreed, the Company reserves the right to:
  - a. Re-quote the Client,
  - b. For safety or feasibility issues, cancel the agreement.
  
- ❖ The service charge does not include making good repairs to site.
  
- ❖ Any damages claims against the Company will only be valid for a period of 3 (Three) days after the services have been completed, where after the Company will investigate the claim.
  
- ❖ Claims submitted after 3 (three) days by the Client will be repudiated and the company will accept no further liability.
  
- ❖ The Client will allow the Company access to the site at all times during the hire/service period.
  
- ❖ The Client will allow the Company to deliver/ collect all goods and services as agreed.

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### 8. ALTERATIONS

- ❖ The Company will use its best endeavours to supply the Client with the equipment and services ordered, but in the unlikely event, it is not possible the Company will notify the Client as soon as possible with any alterations to the design and specifications of the equipment.
- ❖ The Company reserves the right to change the design should it be deemed that the design is unsafe or unsuitable upon set up.

### 9. LIABILITY

- ❖ The Company will not be held responsible for and the Client will indemnify the Company against all claims for death, injury to persons or loss or damage to property whatsoever.

### 10. RESPONSIBILITIES OF CLIENT

- ❖ The Client shall, during the period of service, be responsible for the maintenance and safe custody of all their Company's equipment.
- ❖ No person other than a Company representative may make alterations to any of the Company's equipment without the knowledge and consent of the Company.
- ❖ Certificates of compliance not quoted by the Company are the responsibility of the Client to obtain from a recognized and reputable person or organisation.

### 11. RISK & OWNERSHIP

- ❖ Ownership of the goods remains at all times with the Company.
- ❖ Risk will remain with the Client until the goods are back in the physical possession of the Company, even if the goods are not being charged for.
- ❖ The Client undertakes to keep the goods free from legal attachment and will notify any third party of the ownership thereof and the vested interest of the Company
- ❖ In the event of goods being lost or stolen while in possession of the Client, the Client shall be liable to pay the company the full replacement cost of such losses together with any loss of income as a result. The onus is on the Client to take out a policy of insurance for lost or stolen goods. The client will be provided with a replacement quote for the loss and the Client will pay the quoted amount within 7 (seven) days on receipt of quote.
- ❖ In the case of goods being damaged while in the possession of the Client, the Client is liable for the full replacement or damages costs. If damages occur as a result of a Force Majeure event then the Client will not be held liable for the damages

### 12. FORCE MAJEURE



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- ❖ In the event of circumstances arising from adverse weather conditions (wind, rain, fire, flooding), industrial/ civil unrest, Force Majeure or strikes occurring the Company reserves the right to determine whether it is possible/safe or advisable to install equipment or carry out services on the site.
- ❖ In the event of the above, the Client shall be responsible for arranging their own insurance.
- ❖ The Client will not hold the Company responsible and have no claim against the Company for any delay or non-delivery or under this agreement as a result of Force Majeure.
- ❖ The Company in the above circumstances has the right to cancel the agreement and is entitled to recover reasonable costs incurred in attempting to install the equipment or fulfil its obligations.

#### 13. GENERAL

- ❖ No verbal representations or arrangements are recognized by the Company.
- ❖ A booking may only be deemed valid once the Client has signed and returned the terms and conditions along with the quote.
- ❖ The parties choose the addresses set out in the quote for receiving legal documentation.
- ❖ Any changes to this agreement may only be made on agreement of both parties and in writing.
- ❖ In the event that legal action is required the defaulting party will be liable for to the other party for all legal costs together with expenses occurred.
- ❖ PLEASE CONFIRM YOUR ACCEPTANCE & UNDERSTANDING OF THE ABOVE BY INITIALLING

EACH PAGE AND SIGNING BELOW.

Signed at \_\_\_\_\_ on the day \_\_\_\_\_ of 2020

Signed: \_\_\_\_\_

For the Client – Authorised Representative

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

TEL NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_