

Terms and Conditions of the Contract

1. DEFINITIONS AND INTERPRETATION

- Confirmed Order: Any document supplied by the Supplier to the Customer setting out the particulars of the order which may be called a dispatch confirmation or delivery receipt.
- Goods: Any products or goods whether offered for rental or sale as supplied by the Supplier to the Customer including any consumables.
- Rental Charge: The Supplier's charging rate for the rental of the Rental Goods which is current from time to time during the Rental Period;
- Rental Goods: Goods which are, or are to be, rented to the Customer;
- Rental Period: The period beginning on the date and time specified herein as the 'DATE OUT' and ending upon the happening of any of the following events: (i) at the time specified herein as the 'AGREED RETURN DATE'; (ii) the physical return of the Rental Goods by the Customer into the Supplier's possession; or (iii) the physical repossession or collection of Rental Goods by the Supplier;
- Services: The services and/or work (if any) to be performed by the Supplier for the Customer including any delivery and/or collection service for Rental Goods.
- Special Events Equipment: Any Rental Goods as supplied by the Event Division of the Supplier other than tools or construction equipment.

2. **PAYMENT:** Subject to where the Supplier has agreed a credit agreement with the Customer, full payment of the Rental Charge is due at the start of the Rental Period save in the rental of Special Events Equipment, where full payment is required at least 7 days before the Rental Period. In the event that the Customer delays or fails to return the Rental Goods on the Agreed Return Date, then the Rental Charge shall continue to apply until the Rental Goods are returned to the Supplier and the Supplier shall be entitled to any further charges, expenses or costs due to the Supplier under the terms of this Contract. The Customer shall pay all sums due to the Supplier under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
2. **CANCELLATION AND TERMINATION:** In the event that the Customer cancels a Confirmed Order less than 24 hours before the commencement of the Rental Period, the Customer hereby acknowledges and agrees the right of the Supplier to apply a handling charge equivalent to 50% of the total Rental Charge for the Rental Period. In circumstances where the Supplier has agreed by way of a Confirmed Order with the Customer to deliver the Rental Goods and, such goods have been loaded for corresponding dispatch and delivery, the Rental Charge shall not be refundable to the Customer; or, in the event that payment for the Rental Goods under the Confirmed Order is subject to a Customer credit account, the Customer shall be invoiced for the Rental Charge and payment thereunder shall become payable and due in accordance with the terms and conditions of the Customer's credit account.
3. **TITLE & OWNERSHIP:** Ownership in and title to all Rental Goods shall at all times, remain with the Supplier.
4. **BREACH OF CONTRACT:** In breach of the terms and conditions of this Contract, then The Supplier may recover any Goods in accordance with Clause 6 of this Contract and may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer. All monies, owed by the Customer to the Supplier, shall immediately become due and payable. Further, the Customer will be liable for the costs arising from any loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.
5. **RECOVERY OF GOODS:** The Supplier may enter without prior notice, any premises of the Customer (or premises of third parties) where Goods are located in order to recover them. The Customer hereby grants to the Supplier a licence with all rights and permissions required to enter the Customer's premises, and the premises of third parties, for the recovery of the Goods. Any recovery of Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to the recovery of the Rental Goods. The Supplier may recover the costs, including but not limited to the costs of replacement, in respect of Goods which the Supplier has been unable to collect because they have not been made available for collection by the Customer in breach of this agreement, and nothing in this clauses 5 shall limit the Supplier's right to recover such costs.
6. **PERMITTED AREA OF USE OF EQUIPMENT:** At all times, the Customer shall keep the Rental Goods in its possession and control and not remove them from Grand Cayman without the express written permission of the Supplier.
7. **DELIVERY, COLLECTION & SERVICES:** The Customer shall collect and return the Rental Goods from the Supplier unless otherwise agreed as part of the Services. Where applicable, Standard delivery is to ground floor only and the Customer will procure sufficient access to and from any location (including parking) where the Services are to be performed to allow the Supplier to carry out the Services. In the case of delivery to or collection from a beach location, the Supplier reserves its right, at its sole discretion, to make additional charges where the proximity of access is considered unreasonable. Where the Supplier provides the rental of tables and chairs, the same shall be stacked and 'bagged' and ready for collection by the Customer. The Supplier shall not have any responsibility or requirement to move personal furniture or any other objects save for Goods as owned by the Supplier. Where the Supplier provides delivery/collection Services, the persons performing the Services are servants of the Customer and once the Customer instructs such person, they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice. Any delays, postponement or cancellation arising due to the Customer failing to comply with this Clause 7, the Customer will be liable to pay the Supplier's resultant additional standard charges.
8. **CARE OF RENTAL GOODS:** The Customer shall not abuse, harm, misuse or remove any labels from or interfere with the Rented Goods, their working mechanisms or any other parts of them. Further, the Customer shall take reasonable care of the Rented Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer. The Rented Goods must be returned by the Customer in good working order and in the same condition that they were in prior to the Rental, (fair wear and tear excepted) and in a clean condition. The Customer must take adequate and proper measures to protect the Rented Goods from theft, damage and/or other risks and notify the Supplier immediately after any breakdown, defect, loss and/or damage to the Rented Goods and not permit any repairs to be made without the express written consent of the Supplier. The Customer shall notify the Supplier of any change of its address and provide details of the location of the Rented Goods. Where the Rented Goods require fuel, oil and/or electricity, the Customer shall ensure that the proper type and/or voltage is used and that, where appropriate, the Rented Goods are properly installed by a qualified and competent person.
9. **DELAYS, LOSS OR DAMAGE:** If the Rented Goods are returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Rented Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Rented Goods to a condition fit for re-rental and to pay the Rental Charges until such repairs and/or cleaning have been completed. The Customer will pay to the Supplier the actual replacement cost of any Rented Goods (the "Replacement Fee") which are lost, stolen and/or damaged beyond economic repair during the Rental Period. The Customer acknowledges and agrees that any such replacement may result in a 'new' item in some circumstances beyond the Supplier's control. The Customer shall be liable for the payment of the Rental Charges for the Rented Goods up to and including the date when the Replacement Fee is paid.
10. **ALLOWANCES AND REFUNDS:** Allowance will be made to the Rental Charges for any non-use of the Rental Goods due to breakdown caused by an inherent fault and/or fair wear from the time of notification to the Supplier.
11. **DISCLAIMER OF WARRANTIES AND WAIVER OF DEFECTS:** The Supplier does not provide any warranties or representations concerning the Goods or the Services and all warranties, representations, terms, conditions and duties implied by law relating to fitness, merchantability, quality and/or adequacy are hereby excluded to the fullest extent permitted by law. The Customer acknowledges and agrees that any goods rented or sold are on an 'as is' basis and warrants that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made by the Supplier and has inspected the Goods prior to the supply and is satisfied that the Goods are in good repair and working condition. The Customer declares that it, together with any persons that it may further authorise or instruct to use the Rental Goods, has full understanding of their use and operation. The Customer acknowledges and agrees that upon the occurrence of any defect to the Rental Goods, the Customer shall immediately discontinue any use thereof and take all reasonable steps to prevent injuries to any person and damage to any property arising from the Rental Goods.
12. **LIABILITY AND INDEMNITIES:** The Customer acknowledges and agrees that there is a risk of injury and damage arising from the use and operation of the Rental Goods and has freely chosen to enter into this Contract by which it shall assume all risks inherent in the use and operation of the Rental Goods. All risk in the Rental Goods will pass immediately to the Customer when such Goods leave the physical possession or control of the Supplier. The Customer shall be fully liable for the acts and/or omissions of its employees, servants or agents and/or subcontractors as though they were its own acts and/or omissions under this Contract. For the avoidance of doubt, such liability includes circumstances where the Customer permits any person to use the Rental Goods (either for the Customer's benefit or not) on its authority provided always that the Customer remains liable for any breaches under this Contract, including but not limited to, the late return of the Rental Goods by that person. The Supplier shall, under no circumstances whatsoever, be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any direct, indirect or consequential loss arising from or in connection with this Contract. The Customer agrees to hold harmless, indemnify and release the Supplier against any and all losses, lost profits, liability, demand, expense, damages, claims, actions, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer, employees, servants or agents. The Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier. For the avoidance of doubt, the Customer remains liable for the Rental Goods notwithstanding that the Supplier and/or Customer may have insurance in place which would indemnify either the Supplier and/or Customer.
13. **LIABILITY OF THE CUSTOMER FOR RECOVERY OF LEGAL COSTS AND COLLECTION:** The Customer agrees to pay all costs of collection (or attempts at collection) including court costs, attorneys' fees and any other expenses incurred in the enforcement of the terms and conditions of this Contract on a full indemnity basis regardless of any scale costs which may otherwise apply.
14. **USE OF CUSTOMER'S DEPOSIT AND FINANCIAL RECORD:** The Customer hereby acknowledges and agrees that any deposit paid is to secure the payment (or part payment) of the Goods and/or Rental Charges and any other sums due to the Supplier from the Customer arising from the terms and conditions of this Contract. The Customer grants the Supplier the right to use any of its financial information disclosed to the Supplier for the purpose of obtaining payment of any sums due under this Contract including, but not limited to, credit and/or debit card details. The Customer hereby authorises the Supplier to charge any such cards to satisfy and procure any outstanding sums due and owing by the Customer under this Contract whereupon the Supplier shall inform the Customer where such charges are made.
15. **PAYMENT OF INTEREST ON ALL SUMS DUE:** The Customer agrees to pay simple interest to the Supplier at the rate of one and one half percent (1.5%) per month calculable on a daily basis (both before and after any Judgment or Order) on any unpaid amount due and owing arising from this Contract.
16. **WHOLE AGREEMENT AND VARIATION:** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud. These standard terms and conditions of the Contract shall not be amended without the prior written consent of a Director of the Supplier. The Supplier will not be bound by any change purported to be made by any of the Supplier's employees, servants or agents unless a Director of the Supplier confirms in writing that the change is agreed. The Supplier shall have the right to incorporate these standard terms and conditions into any other agreement for services or credit accounts as may apply from time to time.
17. **WAIVER:** If the Supplier fails, at any time during the term of the Contract, to insist upon strict performance of any of the Customer's obligations under the Contract, or if the Supplier fails to exercise any of the rights or remedies to which the Supplier is entitled under the Contract, this will not constitute a waiver of such rights or remedies. A waiver by the Supplier of any default will not constitute a waiver of any subsequent default. No waiver by the Supplier of any terms and/or conditions of this Contract will be effective unless it is expressly stated otherwise to the Customer in writing.
18. **COMPLIANCE WITH LAWS AND JURISDICTION:** The Customer acknowledges and agrees that during the Rental Period, the Supplier has no control over the use and operation of the Rental Goods. By reason thereof, the Customer agrees at its sole expense, to comply with all applicable laws and regulations which apply to such Rental Goods and the use and operation thereof whilst in its possession. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Cayman Islands and be subject to the exclusive jurisdiction of its Courts.
19. **SEVERANCE:** If any provision or part-provision of this 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 clause shall not affect the validity and enforceability of the rest of this Agreement.
20. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) LAW, 2014:** A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Law 2014 or at all, in the enforcement of any term hereunder.

THE CUSTOMER ACKNOWLEDGES THAT A LARGE PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO THE CUSTOMER.