

## TERMS & CONDITIONS



### Definitions

“The Company” is Juno Hire Limited.

“The Customer” is any company or organisation to which The Company is contracted to supply goods and/or services.

“Goods” are any items that are the subject of any live contract between The Company and The Customer, regardless of ownership.

“The Contract” is any written or verbal agreement between the Customer and The Company for the latter to provide goods and/or services.

### HIRE

1. Goods hired to The Customer remain the property of The Company at all times.
2. During the continuance of the hire period, which shall commence from time of delivery and end when the goods are recollected from site, the customer shall be responsible for the safe keeping and maintenance of the Goods in good and substantial repair and condition.
3. Any damage caused to Goods, beyond reasonable wear and tear, will be the responsibility of The Customer. Any repair work necessary as a result will be chargeable.
4. In the event of the total loss, or irreparable damage, of any hire goods for any reason whatsoever, The Customer shall be responsible to The Company for the full value of such goods plus the hire charge. It is The Customer’s responsibility to insure against such risk. The period of hire ends only when The Company collects each item comprised in the requisition in writing.
5. The Company will make every endeavour to deliver and collect the Goods at the time agreed with The Customer, but will not be liable for any loss (including indirect contingent or consequential loss) damage costs claims or expenses incurred due to any delay or delivery failure due to circumstances beyond its control including but not limited transportation disputes or shortages of labour. The Company will also endeavour to make delivery and collection of the Goods at the times requested by The Customer but will not under any circumstances accept liability for any delays or failure to deliver or collect, nor for any expense caused to the customer by such delay, due to extenuating circumstances beyond our control some to include (road accidents and terrorist attacks).
6. All hire charges quoted as standard cover a 3 day period and no reductions or refunds will be made after the commencement of the chargeable period.
7. On acceptance of this quotation it becomes an order and is subject to a cancellation fee as follows: Within 7 days of delivery date – 50% of the hire charge is payable. Within 2 days of delivery date – 100% is payable.
8. It is The Customer’s responsibility to ensure that adequate access is provided to The Company both upon delivery and upon collection of the Goods, and to ensure that such Goods are available for collection at the appointed time. The Customer agrees to provide a duly authorised representative at the site to accept the Goods and to sign a written receipt of their safe delivery. It is the duty of The Customer to provide at the site of hire a duly authorised representative to sign a written confirmation of the items returned to The Company on termination of hire. If the customer fails to provide for this, The Customer will not be permitted to dispute subsequently the number and/or condition of the Goods returned to/collected by The Company.

9. It is The Customer's responsibility to inform The Company of a suitable parking area for deliveries and collections in order to minimise the risk of parking penalties being issued as penalty notice costs will be passed on to The Customer.
10. Any delays caused to The Company upon delivery and/or collection and any additional journeys that may result will be subject to additional charges.
11. If any Goods are not returned by The Customer to The Company at the end of the agreed hire period or within 7 days of a written demand from The Company, The Customer shall pay a compensation payment which is equal to the current replacement retail value of the Goods which are not been returned.
12. The company is not responsible for any items left in the Goods.
13. The Company does not accept any liability for any damage or injury to the Goods or persons caused by the misuse of the Goods.
14. It is The Customer's responsibility to ensure that all electrical Goods are connected to the correct power supplies.
15. Any waiver by The Company of any breach by The Customer of these terms and conditions is limited to the particular event. No delay to act on a particular breach by The Company shall be deemed to be a waiver.
16. These terms and conditions govern the Goods to the exclusion of any other oral or written agreement. No modification of these terms and conditions shall be effective without the prior written consent of the Company.
17. These terms and conditions shall be governed and constructed and shall take effect in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.
18. The Company may assign the benefit of its contract with a Customer at any time after giving written notice to The Customer. The Customer may not assign this agreement without the prior written consent of The Company.
19. Transport is negotiable according to the venue. The Company reserves the right to alter ranges, specification and prices of any Goods in its catalogue and all are offered for hire subject to availability and The Company shall not be bound by any order placed by The Customer until it has notified The Customer in writing of its acceptance.
20. Any complaints that may arise must be reported in writing while our transport team are on site, or within 12 hours of delivery and sent to The Company by email.
21. All dimensions quoted are an approximate.

#### GENERAL

22. Payment in part or in full of any contract to supply Goods/or services herein referred to shall be deemed to mean acceptance in full of these terms and conditions.
23. The Company shall be relieved of its obligation to perform any contract to the extent that the performance is prevented by failure due to fire, weather conditions, industrial dispute, labour disturbance or any other cause beyond the reasonable control of The Company.
24. No employee of The Company, whilst in the course of his or her duties, shall be held separately responsible under any circumstances whatsoever for any liability for loss, damage or other default outside his or her reasonable control.