



# Gradav Hire & Sales Ltd

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## Terms and Conditions

### Sales Goods

- 1 Title to goods supplied does not pass until full payment has been received.
- 2 Until the goods shall have passed as condition 1 the Customer shall hold the goods as bailee for Gradav Hire & Sales Ltd and shall keep them separately stored and identified as the property of Gradav Hire & Sales Ltd.
- 3 Notwithstanding conditions 1 & 2 the goods shall be at the risk of the Customer alone from the time when they leave the premises of Gradav Hire & Sales Ltd.
- 4 In the event of an invoice for goods supplied for sale remaining unpaid 14 days after the due date for settlement the goods interest will be charged. The rate of this interest to be 2% per month, calculated on a weekly basis. The Customer shall be liable for all legal or other charges incurred in the recovery of payment or equipment.
- 5 Gradav Hire & Sales Ltd gives no warranty that goods supplied for sale are fit for the customer's purpose or purposes. The Customer warrants that he has satisfied himself that the goods will be fit for every purpose for which he requires them and that he does not rely on any skill or judgement of Gradav Hire & Sales Ltd in that regard.
- 6 The Customer shall inspect and test the Goods immediately after delivery and shall within 3 days of delivery give notice in writing to Gradav Hire & Sales Ltd of any respect in which he alleges that the Goods are not in accordance with the contract. If the Customer has not given such notice within that time the Goods shall be deemed to be in every respect in accordance with the contract. Gradav Hire & Sales Ltd shall not be liable for any consequential damages arising there from whatsoever.
- 7 Gradav Hire & Sales Ltd shall be relieved of its obligations under this contract insofar that it is hindered in or prevented from performing them by any circumstances whatever beyond its control.
- 8 Gradav Hire & Sales Ltd will endeavour to meet any agreed delivery conditions, but cannot accept responsibility for any delay in delivery howsoever caused.
- 9 All goods are sold subject to the specifications and warranties issued by the manufacturer. Gradav Hire & Sales Ltd's responsibilities for the malfunction or failure to meet performance standards of goods shall be limited in accordance with such specifications and warranties. Any liability of Gradav Hire & Sales Ltd shall not exceed the value of the goods so supplied.
- 10 All quotations are made by Gradav Hire & Sales Ltd without obligation. Gradav Hire & Sales Ltd reserves the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal.
- 11 Where a Customer has Terms and Conditions covering purchasing that conflict with the Terms and Conditions of Gradav Hire & Sales Ltd then the Terms and Conditions of Gradav Hire & Sales Ltd shall take precedence unless specifically agreed in writing by a Director of Gradav Hire & Sales Ltd.
- 12 All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.
- 13 Any failure by Gradav Hire & Sales Ltd to enforce any or all of these conditions shall not be construed as a waiver of any of Gradav Hire & Sales Ltd rights hereunder.
- 14 We understand and will exercise our statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms
- 14 We reserve the right to change these terms and conditions at any time, and without notice.
- 15 The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with English Law.
- 16 We reserve the right to change these terms and conditions at any time, and without notice.

**NB** Sizes and weights, where shown, are intended for guidance only.

### Sale or Return

- 1 Items are restricted to the following consumables: Batteries, Pyrotechnic cartridges (full boxes) and unopened Smoke Fluids.
- 2 Items will only be supplied on Sale or Return by prior arrangement with the Hire Department and as part of a Hire.
- 3 Goods not required will be regarded as sold if not returned WITH THE HIRE.

### To Place a Purchase Order

- 1 Credit facilities are only available by prior arrangement.
- 2 Written orders are required for all purchases.
- 3 Where no credit facility exists payment may be made by cheque, credit card or bank transfer. Where appropriate a pro-forma invoice will be issued and the goods supplied on receipt of cleared payment.

**NB** Gradav operates the Retail Export Scheme for overseas visitors exporting goods from the European Community. This is restricted to personal callers making purchases over £100.00 nett.

### Returns Policy

Goods correctly supplied in accordance with buyer's instructions should not be returned without written consent from Gradav Hire & Sales Ltd. In such event full instructions for the return/collection of the goods will be issued. Restocking charges may be incurred.

## Hire Goods

- 1 Unless specified, hire charges are based on a period of one week, or part thereof, irrespective of whether the equipment is in use or not.
- 2 Any equipment returned after the booked return date will be charged for a minimum of one extra week, regardless of the original hire period.
- 3 The hirer undertakes to insure the equipment at full replacement value, when away from the premises of Gradav Hire & Sales Ltd.
- 4 All hired equipment remains the absolute property of Gradav Hire & Sales Ltd.
- 5 The hirer undertakes to keep and return equipment in good order and condition.
- 6 We reserve the right to charge for repair or replacement of any equipment damaged or lost, howsoever arising, during the period of hire.
- 7 Any equipment damaged during the hire period will remain on hire until all repairs are complete, and the equipment is available for further hire.
- 8 Equipment will be deemed to be on hire until any invoice for repairs or replacements, relating to that equipment, have been paid in full.
- 9 All spares must be returned for inspection, or they will be charged for.
- 10 The hirer assumes responsibility for replacement of all lamps, except those which fail under normal working conditions.
- 11 While Gradav Hire & Sales Ltd will always attempt to provide the ordered equipment; we reserve the right to provide substitute equipment.
- 12 In the event that the hired equipment is faulty, Gradav Hire & Sales Ltd shall not be liable for any consequential damage arising there from and it shall be the responsibility of the customer to return the goods for repair.
- 13 Connectors must not be removed from equipment. We reserve the right to charge for refitting, or inspecting, any connectors found to have been removed.
- 14 Failure to return any cable coiled and taped may result in a charge for coiling and taping said cable.
- 15 Packing supplied with equipment must be returned, or it will be charged.
- 16 All hired equipment should be installed by a competent person. Gradav Hire & Sales Ltd cannot accept any responsibility for damage done to personnel or property whilst equipment is on hire.
- 17 Gradav Hire & Sales Ltd reserves the right to charge for late cancellation of an order.
- 18 Gradav Hire & Sales Ltd will endeavour to meet any agreed delivery conditions, but cannot accept responsibility for any delay in delivery or collection howsoever caused.
- 19 The Hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with all relevant laws and regulations covering the use of Radio Equipment.
- 20 Gradav Hire & Sales Ltd gives no warranty that goods supplied for hire are fit for the customer's purpose or purposes. The Customer warrants that he has satisfied himself that the goods will be fit for every purpose for which he requires them and that he does not rely on any skill or judgement of Gradav Hire & Sales Ltd in that regard.
- 21 All quotations are made by Gradav Hire & Sales Ltd without obligation and we reserve the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal.
- 22 Gradav Hire & Sales Ltd reserves the right to inspect all hired equipment at any time during the hire period.
- 23 Where a Customer has Terms and Conditions covering purchasing and hiring that conflict with the Terms and Conditions of Gradav Hire & Sales Ltd then the Terms and Conditions of Gradav Hire & Sales Ltd shall take precedence unless specifically agreed in writing by a Director of Gradav Hire & Sales Ltd.
- 24 We reserve the right to change these terms & conditions at any time, and without notice.
- 245 All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.
- 25 We understand and will exercise our statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms
- 26 Where a delivery or collection cannot be completed because of a lack of access at the venue the customer shall still be liable for all agreed charges and for any additional costs incurred completing the delivery or collection.
- 27 Where a delivery with staging has been arranged it is part of the contract that there is at least 1 person capable of assisting the driver to carry decking panels for the purposes of unloading. Failure to provide this assistance may result in the non-delivery of the goods. The customer will remain liable for the full cost of the hire and carriage. Extra charges may be levied for a second delivery attempt and/or the cost of providing assistance to the driver.
- 28 Where a collection with staging has been arranged it is part of the contract that there is at least 1 person capable of assisting the driver to carry decking panel for the purposes of loading. Failure to provide this assistance may result in the non-collection of goods. Extra charges may be levied for other collection attempts and/or the cost of providing assistance for the driver and/or extending the hire period until the goods are returned to our stores.
- 29 Failure to dismantle equipment and have it packed ready for collection at the end of a hire will lead to extra charges which may include extending the hire period until dismantling and packing has taken place and the goods are returned to our stores.
- 30 Where we agree to provide assistance to our driver for the purposes of delivery or collection such agreements must be confirmed in writing by both parties before our transport leaves our stores.
- 31 The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with English Law.
- 32 We reserve the right to change these terms & conditions at any time, and without notice.
- 33 **Please note** dimensions in this catalogue, where shown, are intended for guidance only