



# TERMS & CONDITIONS

## 1. DEFINITIONS

1.1 The following terms shall have the following meanings when used in these terms and conditions:

“Hirer” and “you” means the person, firm, company or other organisation specified in the Quotation, to whom Forta Events Ltd. is providing the Services.

“Forta Events Ltd.” means Forta Events Limited a company incorporated in England and Wales (company number 12791613) whose registered office is at 50 Goldsmith Road, London, SE15 5TN.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“Charge” means the charge to be paid by the Hirer in respect of the Services, in such amounts and at such frequencies, as specified in the Quotation.

“Commencement Date” means the date the Hirer takes delivery of the Equipment.

“Contract” means a contract for the provision of the Services, incorporating the Quotation and these terms and conditions.

“Cancellation Notice” means a notice of cancellation from the Hirer to Forta Events Ltd. notifying a cancellation of the supply of the Services.

“Delivery” means delivery of the Equipment to or at the direction of the Hirer.

“Equipment” means the equipment to be supplied by Forta Events Ltd. or any individual item thereof in conjunction with the Services.

“Force Majeure Event” means an event as defined in paragraph 13 of these terms and conditions.

“Overheads” means the reasonable costs incurred by Forta Events Ltd. in complying with the Quotation as accepted by the Hirer in accordance with these terms and conditions.

“Quotation” means the quotation provided by Forta Events Ltd. in respect of the Hire of the Services, which is incorporated in and forms part of these terms and conditions.

“Rental Period” means the period of Hire as specified in the Quotation and commencing on the Commencement Date.

“Services” means the services to be provided by Forta Events Ltd. to the Hirer as specified in the Quotation.

“Site” or “Venue” means the site or venue where the Services are to be provided.

“Website” means the website known as [www.forta.productions](http://www.forta.productions) operated by Forta Events Ltd.

1.2 The headings in these terms and conditions are for ease of reference only and shall not affect their interpretation.

1.3 References to paragraphs are to the paragraphs to these terms and conditions.

1.4 A reference to writing or written includes fax and email, subject to the provisions of paragraph 14.8.

## 2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Quotation given by Forta Events Ltd. shall constitute an offer. The Quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.3 The offer shall only be deemed accepted when the Hirer issues written acceptance of the Quotation at which point the Contract shall come into existence.

2.4 It is the responsibility of the Hirer to ensure that the Equipment complies the specifications of the Hirer and can be used in accordance with such specifications. No refunds will be issued for Equipment unused by the Hirer due to any restrictions imposed in respect of the Site. The Hirer shall be responsible to inform Forta Events Ltd. (in writing and upon reasonable notice) of any restrictions that may impede or restrict the use of the Equipment at the Site.

2.5 The Hirer is responsible for ensuring that the terms of the Quotation and any applicable specification contained therein are complete and accurate.

2.6 Any samples, drawings or advertising produced by Forta Events Ltd. and any descriptions (such as weights and dimensions) or illustrations contained in Forta Events Ltd.’s catalogues, brochures or the Website are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 Forta Events Ltd. reserves the right to supply equipment of a similar design to the Equipment.

## 3. OWNERSHIP OF THE EQUIPMENT

3.1 The Equipment shall remain the property of Forta Events Ltd. at all times. The title in the Equipment shall not pass to the Hirer and the Hirer acknowledges that the Contract shall not create any right, title or interest whatsoever in or to the Equipment other than as a hirer of the Equipment

pursuant to these terms and conditions.

3.2 For the duration of the Contract, the Hirer shall not do, cause or permit to be done any matter or things that may create any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect over any of the Equipment.

#### 4. DELIVERY

4.1 Forta Events Ltd. shall use all reasonable endeavours to make delivery of the Equipment on the intended delivery date (as specified in the Quotation) but, for the avoidance of doubt, time is not of the essence and Forta Events Ltd. shall not be liable to the Hirer in the event of any delay.

4.2 If Forta Events Ltd. fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Hirer in obtaining replacement goods of similar description and quality at the cheapest price available. Forta Events Ltd. shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Hirer's failure to provide Forta Events Ltd. with adequate delivery instructions or any other instructions that are relevant to the delivery of the Equipment.

4.3 By accepting the Equipment at the Site the Hirer shall agree to abide by these terms and conditions.

#### 5. SUPPLY OF SERVICES

5.1 Unless otherwise agreed in writing, Forta Events Ltd. will supply the Equipment to the Hirer for use at the Site exclusively subject to these terms and conditions.

5.2 The Hirer shall be responsible for any damage to the Equipment caused by the Hirer, its employees, officers, agents or any other persons from the time of Delivery of the Equipment and its acceptance by the Hirer. Forta Events Ltd. shall be entitled to charge the Hirer the full cost of repairs of any Equipment damaged or, where, in the reasonable opinion of Forta Events Ltd. repairs is not possible, the cost of replacement of the Equipment on a new like-for-like basis. The Hirer agrees to pay such charge or replacement (as the case may be) within 7 (seven) days of being notified to do so by Forta Events Ltd.

5.3 Throughout the Rental Period, the Hirer shall not:

- a) alter any Equipment in any way for any reason; or
- b) do or permit to be done any act or thing which may invalidate any insurance policy subscribed by Forta Events Ltd.; or
- c) change or alter any plugs or wired connectors supplied with the Equipment; or
- d) use the Equipment for any use other than the use for which the Equipment is intended or authorised by Forta Events Ltd.

5.4 Forta Events Ltd. reserves the right to terminate the Contract if, in Forta Events Ltd.'s reasonable opinion, it believes that the Equipment is being used inappropriately, unsafely, illegally or otherwise not in accordance with these terms and conditions. Termination under this paragraph 5.4 shall not prevent the Hirer from remaining liable to pay the full Charge should this occur.

5.5 The Hirer shall be wholly responsible for and shall indemnify and keep indemnified Forta Events Ltd. 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 and other professional costs and expenses) suffered or incurred by Forta Events Ltd. as a result of:

- a) any incident caused by the Hirer involving the Equipment;
- b) any actual or alleged infringement of any third party's intellectual property rights arising out of or in connection with the Hirer's use of the Equipment; and
- c) any breach or default on the part of the Hirer of any of these terms and conditions.

5.6 If the Hirer require the Equipment beyond the initial Rental Period the Hirer must apply to Forta Events Ltd. for such an extension. Should such an extension be granted by Forta Events Ltd., Forta Events Ltd. shall provide the Hirer with a Quotation which, upon acceptance by the Hirer shall be deemed to form a new Contract subject to these terms and conditions but which shall not affect any of the parties' rights and remedies that have accrued prior to the grant of the extension including the right by Forta Events Ltd. to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

5.7 If the Equipment is not made available for collection to Forta Events Ltd. at the end of the Rental Period as agreed in the Quotation (or otherwise in writing by Forta Events Ltd., as the case may be), it shall be deemed with immediate effect to be placed back on hire with the Hirer and the then full daily rate (as determined in the Quotation) shall apply until such time as Forta Events Ltd. can collect the Equipment.

5.8 Only employees of Forta Events Ltd. and persons authorised by Forta Events Ltd. may operate the Equipment. The Hirer acknowledges and agrees that Forta Events Ltd. shall not be liable for any damage or loss caused to property or for any injury caused to persons arising as a result of the Hirer's failure to comply with this paragraph 5.8.

5.9 Notwithstanding the other obligations of the Hirer under these terms and conditions, the Hirer shall:

- a) cooperate with Forta Events Ltd. in all matters relating to the Services;
- b) provide Forta Events Ltd., its employees, agents, consultants and subcontractors, with access to the Site, the Hirer's premises, office accommodation and other facilities as reasonably required by Forta Events Ltd. to perform the Services;
- c) comply with all applicable laws, including health and safety laws;
- d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services for the duration of the Rental Period before the date on which the Services are to start; and
- e) take out public liability insurance in connection with the use of the Equipment by the Hirer, The Hirer's employees, officers, agents and guests during the Rental Period.

5.10 All intellectual property rights in or arising out of or in connection with the provision of the Services by Forta Events Ltd. shall be owned by Forta Events Ltd. For the purpose of this paragraph, the expression "Intellectual property rights" shall include all patents, utility models, rights to inventions, copyright and related

rights, moral rights, trade marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## 6. CHARGE

6.1 The Hirer shall pay the Charge as specified in the Quotation.

6.2 Unless otherwise agreed in writing and subject to paragraph 7, Forta Events Ltd. shall invoice the Hirer in respect of any outstanding the Charge payable by the Hirer within 5 days of completion of the Services. The Hirer shall pay each invoice submitted by Forta Events Ltd.:

a) within 30 days of the date of the invoice or in accordance with the terms agreed by Forta Events Ltd. and confirmed in writing by the Hirer;

b) by BACS (payment by way of credit card is not accepted) in full and in clear funds to a bank account nominated by Forta Events Ltd.; and

c) time for payment shall be of the essence.

6.3 Unless otherwise agreed in writing, transport of the Equipment shall be payable by the Hirer.

6.4 All amounts payable by the Hirer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Forta Events Ltd. to the Hirer, the Hirer shall, on receipt of a valid VAT invoice from Forta Events Ltd., pay to Forta Events Ltd. such additional amounts in respect of VAT as are chargeable on the Services at the same time as payment is due for the supply of the Services.

6.5 Forta Events Ltd. reserves the right to:

a) increase the Charge, by giving notice to the Hirer at any time before Delivery, to reflect any increase in the cost of the Equipment or Services that is due to:

i) any factor beyond the control of Forta Events Ltd. (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

ii) any request by the Hirer to change the specifications contained in the Quotation; or

iii) any delay caused by any instructions of the Hirer in respect of the Equipment or failure of the Hirer to give Forta Events Ltd. adequate or accurate information or instructions in respect of the Equipment.

6.6 Forta Events Ltd. reserves the right to charge the Hirer interest at the rate of 4% per annum above the base rate of Revolut on all invoices which are not paid in accordance with paragraph

6.2, such interest being calculated from the due date until actual payment compounded quarterly and to be payable as well after as before any judgement obtained in respect thereof.

6.7 Any Cancellation Notice may only be done in writing from the Hirer to Forta Events Ltd.

6.8 In the event a Cancellation Notice is served by the Hirer in accordance with paragraph 6.7, the Hirer's liability to pay the Charge as set out in the Quotation shall be as follows:

a) if the Cancellation Notice is received by Forta Events Ltd. at least 10 (ten) Business Days of the agreed date of Delivery, the Hirer shall be liable to pay the Overheads but shall not be liable to pay the Charge;

b) if the cancellation Notice is received by Forta Events Ltd. less than 10 (ten) Business Days but at least 5 (five) Business Days of the agreed date of Delivery, the Hirer shall be liable to pay the Overheads and an amount equivalent to 50% of the Charge;

c) if a Cancellation Notice is received by Forta Events Ltd. less than 5 (five) Business Days of the intended date of Delivery, the Hirer shall be liable to pay the Charge in full.

6.9 Forta Events Ltd. reserves the right to charge additional costs in relation to any amendments which the Hirer may wish to make to the Quotation and which have been agreed by Forta Events Ltd., additional delivery and collection costs including, but not limited to additional waiting time, parking fines and toll charges.

## 7. SECURITY DEPOSIT

7.1 Where the Quotation is subject to the payment of a security deposit, the Hirer shall be responsible to ensure that such security deposit is received by Forta Events Ltd. in full and in clear funds to a bank account nominated by Forta Events Ltd. Forta Events Ltd. shall have no obligation to the Hirer under the Contract until the security deposit has been paid in full and in accordance with this paragraph 7.

7.3 Unless otherwise agreed in writing between Forta Events Ltd. and the Hirer, a security deposit shall be:

a) an amount equivalent to 50% of the Charge if the Hirer is a corporate entity;

b) an amount equivalent to 100% of the Charge if the Hirer is an individual.

## 8. OTHER COSTS

8.1 Where the Services involves the provision of personnel from Forta Events Ltd., the Hirer shall ensure that each members of personnel is provided, at the Hirer's own costs, with:

a) fresh water at all times;

b) a hot or cold meal at lunchtime; and

c) a hot meal in the evening.

8.2 The Hirer's failure to comply with paragraph 8.2 shall entitle Forta Events Ltd. to invoice the Hirer for the costs incurred by Forta Events Ltd. to remedy such failure.

## 9. WARRANTIES

9.1 Forta Events Ltd. warrants that the Equipment shall substantially conform to its specification in accordance with the Quotation, be of satisfactory quality and fit for the purpose specified by Forta Events Ltd. Forta Events Ltd. shall use all reasonable endeavours to remedy, free of

charge, any material defect in the Equipment which manifests itself within 24 hours from Delivery, provided that:

a) the Hirer notifies Forta Events Ltd. of any defect as soon as possible after discovery; and

b) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Forta Events Ltd.'s authorised personnel.

9.2 If Forta Events Ltd. fails to remedy any material defect in the Equipment in accordance with clause 9.1, Forta Events Ltd. shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Charge payable during the remaining term of the Rental Period.

9.3 Forta Events Ltd. warrants that the Services will be provided with all reasonable skill and care.

9.4 Where an individual places an order for Services on behalf of the Hirer, Forta Events Ltd. shall be entitled to assume that that individual has the authority to bind the Hirer to enter into the Contract with Forta Events Ltd. and the Hirer shall agree to be bound by the Contract accordingly.

## **10. LIABILITY AND LIMITATION OF LIABILITY (THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH 10)**

10.1 Without prejudice to paragraph 10.2, Forta Events Ltd.'s maximum aggregate liability for any breach of these terms and conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount of the Charge.

10.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

a) death or personal injury caused by negligence; and

b) fraud or fraudulent misrepresentation.

10.3 The Contract sets forth the full extent of Forta Events Ltd.'s obligations and liabilities in respect of the Equipment and its hiring to the Hirer and (where applicable) the provision of the Services. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Forta Events Ltd. except as specifically stated in the Contract. Any condition, warranty or other term relating to the Equipment or the provision of the Services, which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

10.4 Without prejudice to paragraph 10.2, Forta Events Ltd. shall not be liable for any:

a) loss of profits;

b) loss of sales or business;

c) loss of agreements or contracts;

d) loss of anticipated savings;

e) loss of use or corruption of software, data or information;

f) loss of or damage to goodwill; and

g) indirect or consequential loss.

## **11. TERMINATION**

11.1 Where there is no fixed Rental Period specified in the Quotation, the period of hire may be terminated by either party giving to the other not less than 7 (seven) Business days' notice in writing and the Hirer's obligations under the Contract shall continue until the Equipment is returned in full to Forta Events Ltd. in accordance with these terms and conditions.

11.2 Without affecting any other right or remedy available to it, Forta Events Ltd. may terminate the Contract with immediate effect by giving written notice to the Hirer if:

a) the Hirer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 Business Days after receipt of notice in writing to do so. For the purpose of this paragraph, the Hirer's failure to pay the Charge in accordance with paragraph 6.1 of these terms and conditions shall constitute a material breach;

b) the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

c) the Hirer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

d) the Hirer's financial position deteriorates to such an extent that in the Forta Events Ltd.'s reasonable opinion the Hirer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

## **12. CONSEQUENCES OF TERMINATION**

12.1 Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

12.2 On termination of the Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with Forta Events Ltd.'s consent and shall unless otherwise agreed with Forta Events Ltd. forthwith return the Equipment to Forta Events Ltd. in good condition and working order.

12.3 On termination of the Contract (howsoever occasioned), the Hirer shall on demand pay all outstanding Charge which have been invoiced, together with any accrued interest. In respect of Charge for which no invoice has been submitted, Forta Events Ltd. shall submit an invoice which, shall be paid by the Hirer immediately upon receipt.

12.4 On termination, the Hirer shall be liable to pay, in addition to any Charge payable in accordance with paragraph 12.3, all costs and expenses incurred by Forta Events Ltd. in recovering the Equipment.

## **13. FORCE MAJEURE**

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.

## 14. GENERAL

14.1 Except as set out in these terms and conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

14.2 Forta Events Ltd. may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Hirer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

14.3 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 right or remedy. A failure or delay by Forta Events Ltd. 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.

14.4 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 clause shall not affect the validity and enforceability of the rest of the Contract.

14.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

14.6 The 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. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

14.7 Unless it expressly states otherwise, 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.

14.8 Any notice or other communication given to a party under or in connection with this agreement shall be in writing

and shall be:

- a) delivered by hand or by pre-paid first-class post or other next day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- b) If sent to Forta Events Ltd.
  - i) by post, to address 50 Goldsmith Road, London, SE15 5TN; or
  - ii) by email, to hello@forta.productions

in each case, specifying the Hirer's reference.

This paragraph 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.9 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.

14.10 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.

Edition: September 2020

Forta Events Limited - copyrights reserved ©