

# Concept Engineering Limited

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E: [info@concept-smoke.co.uk](mailto:info@concept-smoke.co.uk) / [www.conceptsmoke.com](http://www.conceptsmoke.com)



## Terms and Conditions of Hiring

**TERMS:** We set out below and on the back hereof the terms and conditions upon which we shall be pleased to Hire you the Equipment. These terms and conditions shall become binding upon us both on your accepting the same either in writing or by taking delivery of the Equipment.

In the paragraphs printed below:

“The Company” shall mean CONCEPT ENGINEERING LTD. “The Hirer” shall mean the person, corporation or firm to whom the Company hereby offers to let Equipment on Hire or other person, corporation or firm who, with the consent of the Company, accepts the said offer. “Equipment” shall mean anything let on Hire by the Company to the Hirer.

WHEREBY IT IS AGREED as follows:

The Company shall let, and the Hirer shall take on Hire, all and singly, the Equipment specified in the Schedule written overleaf (hereinafter referred to as the “Equipment”).

### **The Equipment**

1. The Equipment is believed to be in full and proper working order for the duration of the Hiring, providing it is used in accordance with the Operating Instructions supplied with the machine. However, should the equipment fail to function during the term of the Hiring, the Hirer agrees to notify the Company immediately, and preferably in writing, so that the fault may be promptly rectified and thus minimise the loss of use to the Hirer. In the event that the Equipment is involved in an accident, written notice shall be given immediately to the Company.
2. The Hirer shall be liable for any damage to or breakage of the Equipment during the continuance of the Hiring unless such damage is caused by fair wear and tear or any inherent fault or defect in the Equipment, and providing the Hirer has notified the Company, as in 1 above.
3. The Hirer shall not make any alteration to the Equipment nor remove any parts, plates or labels thereon.
4. No repairs shall be carried out to the Equipment without the prior written approval of the Company. Any such repair shall be executed by a suitably trained Repairer approved by the Company, and to the Company's reasonable satisfaction.
5. The Hirer shall throughout the Hiring be responsible for the safe keeping of the Equipment (including the risk of theft) and shall from time to time inspect the Equipment and ensure that it is being properly used and kept in a safe and working condition. If, at any time during the Hiring, the Equipment shall be used in an unsafe, negligent or improper manner, the Hirer shall be responsible for any loss or damage thereby caused, directly or indirectly, and shall keep the Company fully indemnified in respect thereof and for the purpose of enabling the Hirer fully to carry out his obligations hereunder the Hirer shall have full direction and control of the Equipment operators (whether provided by the Company or not) during the Hiring and the Hirer shall not sub-let or part with the possession of the Equipment and will at all times keep the Company informed of the Equipment's location.

### **Payment**

6. The Hiring shall be deemed to commence on the date when the Equipment leaves the Company's works and shall continue until the Equipment is delivered back to the Company's premises.
7. For the purpose of charging, one Week shall mean seven Days. The minimum charging period is for one Week, whether or not the Equipment is used for the Hiring duration.
8. The Hirer shall, during the continuance of this Agreement, pay to the Company at their address and without previous demand by way of rent for the Hire of the Equipment the weekly sum specified overleaf, unless some other method of payment shall have been agreed by the Company in writing.
9. Where the Hiring is for a stated term the Hirer shall return the Equipment not later than when such term expires. Where the Hiring is not for a stated term then the Hire Period is deemed to continue until the equipment is returned to the Company.

### **Insurance**

10. The Hirer shall keep the Company fully indemnified against the cost of repairing any damage to the Equipment unless some damage shall be the result of any inherent defect therein or of fair wear and tear and the Hirer shall also keep the Company fully indemnified against all third party or other claims for damage done by the Equipment or the working thereof and the Hirer shall not be entitled to the benefit of any policy of insurance taken out by the Company except such policy (if any) as is expressly mentioned herein.
11. The Equipment is received and accepted on the understanding that the Company cannot be held responsible or accept liability for damage or accident caused through its use or consequential expense and loss, nor shall the Company be liable to pay damages or compensation for loss caused by any failure or breakdown in the Equipment whatever the reason thereof.
12. Only the Consumables supplied by the Company, or the Company's authorised agent that are required for the proper running of the Equipment, shall be used by the Hirer during the Hiring period, unless authorised in writing by the Company. Use of any other product will render this contract invalid and the Hirer will be liable for any damages ensuing from such misuse of the Equipment.
13. If the Hirer should default in punctual payment of the sums so to be paid by him for the Hire of the Equipment for any reason, or if he fails to observe any of the Terms of this Agreement or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Company's rights in the Equipment may be prejudiced or put in jeopardy, the Company may without any notice conclude the Hiring and immediately take possession of the Equipment and for that purpose to enter any premises where the same may be. The termination of the Hiring under this clause shall not affect the right of the Company to recover from the Hirer any monies due to the Company under this Agreement or any damages for breach thereof.



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14. Value of equipment for insurance (per machine): Vulcan £2500.00, ViCount £2000.00, Spirit 900 £1200.00, Colt £700.00, B1 £700.00, Air Trace £400.00. Other equipment value available on request.

## General

15. No condition or warranty is made or accepted by the Company with regard to the Equipment or its suitability for any particular work and the Equipment is offered subject to its being available at the time the offer is accepted by the Hirer.
16. The Company may affix or cause to be affixed on the Equipment or any part or parts thereof such plates or other marks indicating that the Equipment is the property of the Company as the Company may think fit and the Hirer shall allow such plates or marks to remain as affixed and will not obliterate deface or cover up the same and the Company shall at all reasonable times have access to the Equipment for the purpose of affixing such plates or marks and keeping the same in repair.
17. The Company or its Representative shall be entitled at any time during the Hiring to enter the Hirer's premises, by prior appointment which cannot be unreasonably withheld, for the purpose of inspecting the state and condition of the Equipment and the manner in which it is being used.
18. Any time or indulgence granted by the Company shall not affect the strict rights of the Company under this Agreement and no other term or condition shall bind either the Hirer or the Company unless signed by or on behalf of the one to be bound.
19. If and so far as any of these terms or conditions are contrary to Law by reason of any Statutory Instrument for the time being in force such part of the terms and conditions as shall be contrary to the said Statutory Instrument or in excess of any figure allowed thereby shall not apply and the Company will be bound by such Statutory Instrument, but otherwise these terms and conditions shall bind the Company and the Hirer.

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## Quick Start Guide & FAQ's

This document provides a brief and uncomplicated summary of the main terms of Concept Engineering Ltd's Hire Agreement, but does not supersede, or replace, the full contractual terms contained therein.

### What do we supply you?

We will supply you with the equipment as detailed, fully tested and operational, including Operating Instructions, on a hire basis.

We also supply you (if you have asked for these) with non-returnable, non-refundable consumables (smoke chemical, ducting etc) which you should keep. These will be listed on the Hire Agreement.

### When does the Hire Start and Finish?

The Hire commences on the day the equipment leaves our premises; the Hire ceases on the day the equipment is received at our Maidenhead premises. We only charge in full weeks - so if, for example, you go a day or two into the next week period, you get charged for that week in full

PLEASE NOTE that the safe return of the equipment is the sole responsibility of the Hirer unless otherwise agreed in writing, or the equipment is being returned via a Concept Operator.

If returning equipment to Concept via a carrier, please ensure that any smoke chemical in the machine is drained off to prevent leakage and that the equipment is suitably packed to avoid possible damage in transit.

### How safe is the smoke?

Our smoke systems are extensively tested to ensure that they produce the safest artificial smoke in their class. Our systems are used by, among others, the Health and Safety Executive. A comprehensive Health and Safety Data Pack, incorporating independent safety reports in dense concentrations of smoke, is available on request.

The smoke produced will reduce visibility in the area where it is used, and appropriate care and safety measures should be taken to account for this. For example, if you were making smoke in a warehouse environment, it would be sensible to restrict vehicle movements. Please ensure that everyone who may come into contact or see the smoke is aware of what you are doing. The smoke will also trigger Smoke Detectors, so these may need to be isolated or capped. We would also recommend, as a general courtesy, that you advise your neighbours and local Fire Service in advance, if very large quantities of smoke are going to be produced.

### Who is responsible for the safe keeping and operation of the equipment?

We are responsible for the safe delivery of the equipment to your premises. If any damage is sustained during transit, we need to be advised immediately so that we may rectify any problems promptly and with minimal disruption to the Hire duration.

Once you receive the equipment and sign for it, responsibility is transferred to you and remains with you until we receive it back at our Maidenhead premises. It may be prudent to check with your return carrier that there is suitable insurance coverage (a 'value for insurance' amount is detailed on the Hire Agreement to help with this).



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If the equipment is lost or stolen please advise us immediately by telephone and confirm by email to [info@conceptsmoke.com](mailto:info@conceptsmoke.com). We will cease the hire the day we are notified in writing. You will be liable for the replacement cost of the equipment in question, in accordance with the 'Value for Insurance' amount specified on the Hire Agreement.

If you are hiring a 12v DC system it is critical that the battery / machine is used in accordance with the instructions, the battery is disconnected from the machine when not in use, and the that battery is regularly charged. Failure to do so can result in very limited performance, and the company reserves the right to make a charge should a replacement battery be required during the hire or on return of the equipment off hire.

If an Operator is provided with the equipment, the responsibility remains with that individual, throughout the use and transportation of the items.

### What happens if the equipment is damaged, contaminated or incomplete on return to Concept?

Always ensure the smoke system is drained of any smoke chemical before returning to Concept.

If the equipment is returned to Concept damaged or contaminated we will advise you accordingly. This does not include normal wear and tear. In this rare event, we will delay debiting your credit card with any costs incurred in repairing the equipment until you have been given the option (and stated your desire) to inspect the equipment for yourself.

A delivery note is issued with every Hire, which should match the Hire Agreement, detailing what was despatched to you. Excluding any consumables, any parts not returned from the Hire will be advised to you. The Hire charge will accrue until we receive the missing items, unless you report them as lost or stolen, at which point we will charge for the replacement of them.

### If using a portable electric supply with the smoke system:

If powering a smoke system from a power generator (e.g. petrol / diesel etc.) as opposed to a normal mains supply you must ensure that the power generator produces:

- Sufficient power
- A stabilised (pure sine wave) output.

Otherwise irreversible, chargeable damage to the electronics within the smoke system may be caused.

### How is the equipment used?

All machines are supplied with Operating instructions and are simple to set up and operate. We are always pleased to offer advice for particular applications and to make sure you get the best out of the equipment, so if you have any queries at all, please don't hesitate to call or contact us. The equipment can be used for so many applications it would be impractical to summarise each here.

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Email: [info@conceptsmoke.com](mailto:info@conceptsmoke.com)

### What happens if the smoke system doesn't seem to work?

Don't panic! Just give us a call on the above number. The likelihood is that we can talk you through the operation of the machine, step by step, and that everything is fine.

If the equipment develops a fault please advise us immediately. We'll do our best to rectify the problem, or replace the equipment if necessary and uplift the faulty equipment at our cost. An appropriate adjustment will be made to the Hire duration to allow for the loss of use during the transitional period of repair/replacement of the equipment.

### How do you pay?

Unless you have a credit account with us, the hire is paid for and secured by credit card (Visa or Mastercard) or debit card. We will debit your card with an amount to cover the requested hire period, plus any consumable sales (smoke chemical, ducting etc.), outbound carriage (unless you collect or a Concept operator is delivering the equipment) and VAT. Should the hire continue beyond that period the appropriate weekly hire charge rate may be debited from your card either on a weekly basis or at the conclusion of the hire. Please remember - the hire continues until the equipment is returned to Concept.

If you need to purchase additional consumables etc., please notify us accordingly, and confirm by fax (01628 826261) or email ([info@conceptsmoke.com](mailto:info@conceptsmoke.com)) and we will despatch immediately. Your card will be debited to account for any amendments to the original contract. If the hire continues beyond the original hire period, we reserve the right to charge the appropriate hire charges to your card. On completion of the hire, a final charge will be calculated, your card debited accordingly and a closing paid VAT invoice will be provided.



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**Member of the Fire Protection Association**

