



EVS Facilities Limited
Terms & Conditions

These terms and conditions represent an agreement between the Supplier (EVS Facilities Limited) and the Hirer. Unless a separate agreement is signed by both parties, which includes a modification of part or all of the terms & conditions, the terms & conditions as set out below shall be deemed to be accepted by both parties.

1. The Hirer is hiring the equipment for the purposes of its business.
2. The hirer promises the supplier that they will pay the hire fee without demand and at the time and rate as agreed prior to hire starting.
3. EVS Facilities Limited will only supply vehicles which are fit for purpose, have been inspected and maintained properly and are in a roadworthy condition.
4. EVS Facilities Limited has public Liability insurance and Employee's liability cover.
5. EVS Facilities limited is not insured to transport actors or crew in any of our vehicles at any time.
6. EVS Facilities Limited does not accept liability for any loss or damage to any property or equipment (not belonging to EVS) that is carried, stored, or used on any EVS Vehicles or units during the period of hire if damage is through no fault of EVS Facilities Limited, their employees or agents.
7. EVS Facilities limited drivers hold relevant driving licences and qualifications permitting them to drive specific combinations of units. They are only insured to drive our company vehicles.
8. Our drivers reserve the right to use their own professional judgement with reference to safe parking on base or location. EVS drivers also reserve the right to use their own judgement with reference to entering and leaving locations and unit bases.
9. All locations and unit bases will be recce'd by Production staff and an EVS representative in advance of any move.
10. If, following a recce by an EVS representative, a location is deemed unsafe or likely to cause damage to EVS vehicles an alternative site must be found. If entering and leaving a location or unit base is not deemed safe or possible, or is likely to cause damage, another means of entry/exit must be found.
11. If a route to a location or base is deemed unsuitable for EVS vehicles and likely to cause excessive fair wear and tear to said vehicles, the Production will be informed and if no alternative route can be found the Production will be liable for any damage caused to EVS vehicles in the course of accessing the location or base. The Production will also be liable for any loss of earnings for vehicles that are "off the road" whilst any repair works are carried out.

12. If EVS drivers are instructed to continue regardless in respect of any of the above points the production company will accept liability in full for any loss or damage caused under such circumstances.
13. Any breakages or damages caused during the period of hire, other than fair wear and tear, that are not caused by any member of the EVS team, shall be reimbursed to EVS Facilities Limited in full by the Production Company. Loss or damage to vehicles and to property belonging to EVS Facilities Limited through no fault of EVS, its employees or Agents, shall be the responsibility of the production company and will be charged to them accordingly.
14. Loss of earnings, if any, shall be charged during the time repairs are carried out on any damage caused during the hire period as per point 13 above.
15. Excess hire fees, where damaged vehicles (through no fault of EVS Facilities Limited or its employees or agents) have to be replaced by third party hire agreements, will be the responsibility of the Production Company.
16. All our generators will be full of fuel at the beginning of each production and will need to be returned full at the end of the hire period full of fuel. All shortfalls in fuel levels will be charged for.
17. Termination of services before completion of the period for which quoted, for any other reason than proven gross misconduct or a clear failure to fulfil the obligations of the services under this agreement, with no attempt to put right, having been notified by the production, within an agreed time frame will constitute full period of the agreement value to be allotted.

For a printed copy of our terms and conditions please contact the office on 01874 624665

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