

STDSCT – Cancellation & privacy statement 2010

The Cancellation Policy

1. STDSCT (from here on in known as the team) The team & event organisers agree that once an event is booked & confirmed that this is a binding verbal agreement between the "team" and "the event organizer" to undertake the services asked of it. If however the organizer cancels the event within 1 month (30 Days) of the event date then a 50% charge of the agreed cost of services will be levied to the event organizer. If the event is cancelled within 2 weeks (14 Days) of the scheduled event start date then 75% charge of the agreed cost of services will be levied to the event organizer. If the event is cancelled within 1 week (7 Days) of the scheduled event start date then 100% charge of the agreed cost of services will be levied to the event organizer. The communications team accepts no responsibility for failure to supply equipment or services due to the volunteer nature of the team, which results in any financial loss to your organisation what so ever caused.

The Privacy Statement

1. The copyright © in the material contained on any web site or any paperwork issued by the team belongs to the team members and are under agreement used by Stockton Thornaby District Scout Communications Team (referred to as the team from here on in), except where it is stated otherwise, The Logo, the name stdsct and website addresses (stdsct.co.uk, thecommsteam.org.uk, sdsct.co.uk, scoutcommunication.co.uk, Stockton scoutscommunicationsteam.co.uk, stdsct.org.uk, stdsct.com), and telephone number 07050 287206 are registered and owned by Ian Weatherhead and under agreement used by The Team. The team agree to pay rental costs for the website and domain name but do not hold any right over these. All rights are reserved. No part of the web site or paperwork issued by the team may be copied, performed, published, broadcast or adapted, for this, or in any other medium without the prior written permission of The Team, and Ian Weatherhead. The Team - Except solely for your own personal and non-commercial use in accordance with the law.

2. The copyright for all photographs and images used on any paperwork or the website, except where it is stated otherwise, belong to the team members and under agreement used by the Team. All rights are reserved. They may not be copied, performed, published, broadcast or adapted, for this, or in any other medium without the prior written permission of Ian Weatherhead & The Team - Except solely for your own personal and non-commercial use in accordance with the law.

3. Stockton Thornaby District Scout Communications Team, & all other team members have made every effort to ensure that all information contained within this web site is correct at the time of going live, to the extent permitted by law. The team members & Stockton Thornaby District Scout Communications Team. Shall not be liable to any person for any loss or damage whatsoever, which may arise from any reliance upon, the use of or any dealings with any of the information contained in the team.

4. Mention of third-party products, companies and web sites on this site is for informational purposes only and constitutes neither an endorsement nor a recommendation. Stockton Thornaby District Scout Communications Team & team members, Assumes no responsibility with regard to the selection, performance or use of these products, vendors or information. Information is provided only as a convenience for the users of this web site.

5. Stockton Thornaby District Scout Communications Team & team members. Makes no representation whatsoever regarding the content of any other web sites, which you may access from this web site. A link to another web site does not mean that these sites endorse or accepts any responsibility for the content or use of such web site.

6. Stockton Thornaby District Scout Communications Team & team members actively enforce their copyrights and intellectual property rights to the fullest extent of the law.

Privacy

Protecting your privacy is important to us. We strive to keep your personal information confidential. By ensuring that you are aware of and understand our Privacy Policy, we can provide you with better service. Please take a moment to read the following to learn how we handle your personal information.

From time to time we may gather personal information from you either when filling out online forms or subscribing to mailing lists. In order to keep you up to date with information and events we may include you in our mailing list or email list. Some of this information is stored on our database so we may contact you for information and updates.

Like many web sites, this site may use "cookie" technology. The cookie identifies your browser with a unique, random number. The cookies we use do not reveal any personal information about you and are used solely to enable sections of the site perform effectively.

This Web site may contain links to other sites. We do not share your personal information with those Web sites and are not responsible for their privacy practices. We encourage you to learn about the privacy policies of those companies.

We do not give any personal information to third parties or use information gathered in any other way than those described above. If required by law or

Legal process to disclose your personal information we will do so only in accordance with the law.

Equipment Hire

1 Application of conditions

1.1 These conditions shall govern the contract made between the STDSCT (referred to in these conditions as "we", "our" or "us") and the customer (referred to in these conditions as "you" or "your") for the hire by us to you of Goods and these conditions shall apply to the exclusion of any terms or conditions you may purport to apply under any order, offer, counter-offer, confirmation of order or other document.

1.2 No variation to these conditions shall have effect unless expressly agreed to in writing and signed by one of our duly authorised representatives.

Stockton Thornaby District Scout Communications Team reports through Stockton, Thornaby and District Scouts. Registered charity number 524704

www.stdsct.co.uk events@stdsct.co.uk team.coordinator@stdsct.co.uk
Booking and information call us on 07050 287206 publicrelations@stdsct.co.uk

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1.3 Each quotation given by us to you shall describe the Goods included in the quotation together with the hire charges for such Goods, the payment dates, the Hire Period and, where known the Location.

1.4 The Contract shall not come into existence until we accept your order or, if earlier, on delivery of the Goods.

1.5 The Goods are hired subject to their availability at the time you require them.

1.6 These conditions do not affect or limit any statutory rights which you may have if you are a consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1999 or any statutory amendment thereof.

1.7 In the event of cancellation by you up to 14 days prior to the Hire Period we reserve the right to charge you a cancellation fee in respect of costs incurred by us in allocation resource to carry out the Contract and any loss incurred by us due to our inability to obtain orders to hire the Goods to other parties which we may otherwise have obtained in respect of the Goods. We may retain the Deposit as payment or part payment of any such cancellation charge arising. In the event of cancellation by you less than 14 days prior to the Hire Period we reserve the right to charge you a cancellation fee up to the total value of the hire

2 Definitions

2.1 "Contract" means the contract for the hire of Goods by us to you entered into between you and us in accordance with clause 1 of these conditions.

2.2 "Deposit" means any payment required by us in advance in relation to the Goods which is to be held as security by us.

2.3 "Goods" means the goods to be hired by us to you as described in our quotation or your order subject to acceptance by us or earlier delivery by us in accordance with clause 1.4 of these conditions.

2.4 "Hire Period" means the period commencing when we deliver the Goods to you at the Location and ending upon the return of the Goods by you to us or the collection by us of the Goods from you.

2.5 "Location" means the premises where the Goods will be situated during the Hire Period.

3 Delivery of Goods

3.1 The hire charges do not include the costs of delivery. Where you do request us to deliver the Goods to you and we agree to do so we shall do so at the agreed delivery charge. Where we provide a quotation for delivery this shall include only the time required to, carry out standard delivery services of loading and unloading at the location specified by you. If delivery is delayed, postponed and/or cancelled due to your acts or omissions you will pay to us our standard additional charge for any such delay, postponement and/or cancellation.

3.2 Where delivery is to take place at premises indicated by you, you will ensure we have sufficient access to and from the premises to enable unloading to be carried out safely and without any hindrance or obstacle.

3.3 Where delivery takes place at your premises any delivery services performed by us shall be under your direction and control and you shall be responsible for all directions or instructions given to any person and for all damage which may arise as a result of any person following your directions or instructions.

3.4 You will be responsible for the loading and unloading of the Goods when delivery takes place at our premises when the Goods are transported by you or your agents.

3.5 We will use all reasonable endeavors to deliver the Goods on the earliest date you require them but will not be liable to you in the event of any delay in delivery.

4 Inspection

4.1 You must inspect the Goods on delivery and notify us in writing within three working days of any defects in the Goods. In the absence of notification the Goods will be deemed to be free of defects and in full working order on delivery except for any defect, which is inherent or not ascertainable by inspection.

5 Your Responsibilities

5.1 You must:

5.1.1 keep the Goods in good condition and full working order (fair wear and tear excepted) and ensure they remain safe, serviceable and clean;

5.1.2 keep the Goods in your possession and control at the Location unless we have agreed in writing to you keeping them elsewhere;

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5.1.3 allow us to inspect the Goods and to enter any premises where they are kept;

5.1.4 use the Goods only for the proper purposes for which they are suitably hired and in accordance with any instructions provided or supplied to you in the relevant laws;

5.1.5 permit the Goods to be used and, where appropriate, fitted only by suitably skilled and trained operatives;

5.1.6 not remove from the Goods any markings showing our ownership of the Goods and, if requested by us at any time, confirm our ownership of the Goods;

5.1.7 not alter, modify or add anything to the Goods without first obtaining our written consent;

5.1.8 keep the Goods secure and safe from theft, damage or other risks;

5.1.9 not do anything which might invalidate any policy or insurance relating to the Goods; and

6 Breakdown

6.1 In the event of any breakdown of failure of the Goods you must inform us immediately on 07050 287206 You must not repair or attempt to repair the Goods without our authority. Unless we agree otherwise the Goods must be returned to our premises for examination.

6.2 You shall notify us immediately in the event the Goods are involved in any accident causing damage to the Goods or to any other property or injury to any person.

6.3 We shall carry out or procure the carrying out of routine maintenance of the Goods during the Hire Period and all repairs which may be required due to breakdown or failures of the Goods to perform but you will be required to pay all costs of repairs which arise other than from fair wear and tear or an inherent fault in the Goods.

6.4 You shall be responsible for all damages, claims, expenses or loss of business suffered by us due to any breakdown of, failure to perform or damage to the Goods caused by your negligence or misuse of the Goods.

7 Payment

7.1 You will pay the hire charges and any delivery charges stated in the Contract and at the time specified in the Contract throughout the Hire Period.

7.2 Where a Deposit is required for the Goods it must be paid to us in advance of the commencement of the hire of the Goods in advance at the Hire Rate.

7.3 Punctual payment is of the essence and we will be entitled to charge you interest (both before and after judgment until payment in full, including interest, is received) at the rate of 4% over our banker's base rate from time to time, accruing daily, in respect of any overdue sums.

7.4 You must pay all sums due to us in full without any deduction, set-off or counterclaim.

7.5 Based on daily, weekend, weekly and monthly Hire Periods the latest times by which the Goods must be returned are as follows in respect of the following Hire Periods:

7.5.1 Goods hired for a day must be returned within 24 hours. If the hire is for more than one day but less than a week then the date of due return will be adjusted accordingly;

7.5.2 Goods hired for a week must be returned by 3.30pm on the seventh consecutive day (so if you hire it on Tuesday it must be returned by 3.30 pm Monday). If the hire is for more than one week but less than a month then the date of due return will be adjusted accordingly

7.5.3 Goods hired for a working week must be returned by 3.30 pm on Friday;

7.5.4 Goods hired for a weekend must be returned by 8.30 am on Monday;

7.5.5 Goods hired for a month must be returned by 3.30 pm on the last day of the month of hire (so if you hire it on the 15th of the month you must return it by 3.30 pm on 14th of the next month). If the hire is for more than one month then the date of due return will be adjusted accordingly.

7.6 The hire charges will continue to be payable by you:

7.6.1 If you do not return the Goods to us by the times set out above, or such other time as may be agreed by us in the Contract, in which case we will be entitled to charge you for further hire charges at the rate provided in the Contract until the Goods are returned to us in a clean and serviceable condition; or

7.6.2 During any period where the Goods are unusable as a result of breakdown, repair or maintenance (save that we may in our sole discretion give a

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credit against the hire charges where the breakdown occurs or the repair is necessitated as a result of an inherent defect in the Goods)

8 Maximum Hire Period for Individuals

8.1 *If you are an individual or partnership, or an unincorporated body of persons and the hire would be covered by the Consumer Credit ACT 1974 the duration of the hire shall not exceed 3 months and it shall be your responsibility to ensure the Goods are returned to us before the close of business on the day before the end of the 3 month period. If you do not do so we will be entitled to charge you for any financial loss this causes us to suffer.*

9 Risk, Title and Insurance

9.1 *Title in the Goods shall remain at all times with us. You will not become the owner of Goods and on expiry or termination of the hiring you must return the Goods to us in good condition and full working order (fair wear and tear excepted). You shall not do anything which may allow any third party to obtain any rights in respect of the Goods.*

9.2 *Risk in the Goods will pass to you immediately they are in your physical control (no matter that our employees may be operating the Goods or any part of them) and, except where loss or damage is caused by the negligent act or omission of any employee of ours, you will be liable for loss or damage to the Goods. You must insure the Goods to their full new replacement value against all usual risks of loss or damage and third party claims and for all purposes for which the Goods are used. You will notify the insurers that the Goods are on hire from us and ensure that the insurers note our interest on the policy naming us as loss payee. We shall be entitled to approve the insurance and you agree to provide us with such information as we may require about the insurance.*

9.3 *If you do not obtain or maintain in force such insurance, without limiting any of our other rights, we may obtain such insurance on your behalf and charge the premiums to you, which you agree to pay to us on demand.*

9.4 *You must notify us and the insurers immediately if the Goods are lost or damaged and;*

9.4.1 *if the Goods are capable of economic repair the insurance proceeds must be used to have them repaired by a repairer acceptable to us;*

9.4.2 *if the Goods are lost, stolen or declared irreparable by the insurers any replacement Goods supplied by the insurers shall belong to us and the terms of this conditions shall apply to such replacement Goods. You will take all necessary steps to ensure that we become the owners of such replacement Goods; or*

9.4.3 *If the Goods are lost, stolen or declared irreparable by the insurers and they decide to pay you the proceeds of the insurance you must direct them to pay it to us and we may terminate the hiring by written notice to you.*

9.5 *You must continue to pay the hire charges if the Goods are lost or damaged. Your obligation to pay will cease only after termination of the Contract.*

10 Electrical Equipment

10.1 *Any part of the goods, which are electrical should normally be used with plugs and/or sockets as fitted. If fitted temporarily with other suitable plugs or sockets such fitting must be carried out by a competent person and it must also be returned to its original condition by a competent person.*

10.2 *It is your responsibility to ensure a suitable supply of electricity for use with the Goods is maintained at all times.*

10.3 *Electrical equipment must not be used without being correctly earthed unless it is of double insulation specification.*

10.4 *You will be responsible for compliance with the Electricity of Work Regulations 1989 throughout the Hire Period.*

11 Liability

11.1 *We do not hire the Goods subject to any condition or warranty, express, implied or statutory in connection with the condition, performance or fitness for any purpose of the Goods and any condition or warranties are excluded to the fullest extent permitted by law.*

11.2 *We will not be liable for any loss, damage, costs or expenses caused directly or indirectly by the Goods, or if they become unusable for any period.*

11.3 *We will not be liable to you for any consequential loss (including loss of profits and/or damage to goodwill), economic or similar losses, loss of anticipated savings, or loss or interruption of business, contracts or opportunities.*

11.4 *If any exclusion of liability in these conditions is invalid our maximum liability in contract, tort or otherwise shall not exceed a sum equal to the aggregate amount of hire charges payable by you under the Contract.*

11.5 *Nothing in these conditions shall be construed to exclude or limit our liability for death or personal injury to the extent caused by our negligence.*

11.6 *You shall be solely responsible for and keep us indemnified against all demands, claims, liabilities, losses, damages, costs and expenses which we*

Stockton Thornaby District Scout Communications Team reports through Stockton, Thornaby and District Scouts. Registered charity number 524704

*www.stdsct.co.uk events@stdsct.co.uk team.coordinator@stdsct.co.uk
Booking and information call us on 07050 287206 publicrelations@stdsct.co.uk*

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suffer or incur as a result of any accident involving the Goods or breach by you of any of your obligations of these conditions.

12 Early Termination

12.1 We may immediately terminate the Contract or the hiring of the Goods to you by giving you the written notice where:

12.1.1 the payment of any sum due to us becomes overdue;

12.1.2 you are in breach of any of your other obligations in these conditions;

12.1.3 you are an individual and you die or have a petition for a bankruptcy order made against you or enter into a voluntary arrangement;

12.1.4 you are a company and you have a winding up petition made or presented against you or you enter into liquidation or call a meeting of creditors or have a receiver, receiver manager, administrator or administrative receiver appointed over all or part of your undertaking or assets;

12.1.5 you cease or threaten to cease to carry on business;

12.1.6 you are a company and there is a change in ownership or control (direct or indirect) of you; or

12.1.7 in our sole opinion the Goods or future hire charges are at risk.

13 Effect of Termination

13.1 On the termination for any reason of the Contract you must immediately:

13.1.1 pay to us any arrears of hire charges, interest and other sums which you should have paid to us before termination of the Contract;

13.1.2 return to us the Goods in good condition and full working order (fair wear and tear excepted);

13.1.3 pay to us our costs and expenses of repossessing the Goods and in enforcing our other rights under these conditions if you do not return the Goods within the 48 hours of expiry or termination;

13.1.4 pay to us our costs and expenses of repairing or restoring the Goods to good condition and full working order (fair wear and tear excepted) if you have failed to comply with your obligations in the Contract; and

13.1.5 pay to us any other sums, which are or become due to us including any damages we are or become entitled to as compensation as a result of your breach of any of your obligations in the Contract at its early termination.

14 General

14.1 If you are a partnership references in these circumstances to "you" and similar words include each partner as well as all of them and each partner is jointly and severally liable for performance of your obligations in the Contract.

14.2 Our rights under the Contract will not be affected generally if on any occasion we allow you additional time to perform your obligations or choose not to enforce our rights.

14.3 We may transfer this Contract or any of our rights in the Contract to a third party without your consent.

14.4 You cannot transfer or delegate the Contract or any of your rights or obligations without first obtaining our written consent which we do not have to give.

14.5 Nothing in these conditions gives any third party a benefit or right to enforce any of the terms of the Contract.

14.6 The Contract is the entire agreement between us relating to the hire of the Goods and its terms may not be changed without our prior written consent.

14.7 If any provision of these conditions is judged by a court to be unlawful, void or unenforceable at law then such provision shall be severed and the remainder of the conditions shall continue in full force and effect.

14.8 The headings in these conditions are for ease of reference only.

14.9 Notices given in this agreement must be in writing and delivered by hand or sent by first class post. Notices delivered by hand will be deemed served 48 hours after posting. You must send notices to us at our address specified in our quotation or such other address we notify you in writing. We may send notices to you at your last known business address.

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14.1 *The Contract shall be subject to an interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.*

15 Insurance

15.1 *If you take our insurance by paying the premium and signing the hire contract document, you are protected from all risks of loss or damage by theft, fire, accidental damage and all other risks relating to the equipment that you have hired from SDSCT.*

15.2 *Please note that this insurance does not provide cover where the Hirer has omitted to take reasonable care of the equipment and/or is negligent in its use. For example; leaving equipment unattended in a vehicle or in an unlocked hotel room or area is regarded as negligent and not insured under the terms of our policy.*

15.3 *In view of the above we request that you treat the equipment as your own in taking all reasonable precautions to safeguard the equipment concerned.*