

# Production Light and Sound Limited Terms and Conditions of Hire

## **1 DEFINITIONS AND LAW**

- 1.1 "The Equipment" shall mean goods, components and other items hired by Production Light and Sound Limited.
- 1.2 "The Customer" is the person, firm, corporation or public body hiring the Equipment. Any person purporting to act on behalf of the customer shall be bound by the Contract.
- 1.3 "Consequential Loss" shall mean loss of profits, contracts or other consequential loss whatsoever/
- 1.4 "Interest" shall mean interest calculated in accordance with clause 12.
- 1.5 The Contract shall be interpreted and applied in accordance with English Law.

## **2 CHARGES**

- 2.1 Hire charges commence from the date stated on the delivery note and are payable for the period of the hire.
- 2.2 Additional charges will be made pro rata for equipment which is returned later than agreed or which is stored on premises to which representatives of Production Light and Sound Limited are prevented from gaining access. Such additional charges to be levied until the Equipment is returned or recovered by Production Light and Sound Limited. In addition the Customer will be liable for consequential loss caused by the late return.
- 2.3 All cables must be returned coiled and taped. A charge of one pound (sterling) per cable will be made for coiling cables not so returned.
- 2.4 All equipment must be returned in a clean and serviceable condition. The Customer will be liable for costs and consequential loss caused by equipment not so returned.
- 2.5 Any lamps or fuses changed by the Customer during the hire must be returned with the Equipment. The Customer will be charged at retail price for any which are not returned.
- 2.6 All charges are payable on demand.

## **3 HIRE PERIOD**

- 3.1 The hire commences at the date shown in the contract or delivery note, whichever is appropriate. The hire terminates at 12noon on the date shown in the contract or on the date of return on delivery note.
- 3.2 All equipment which is to be picked up by the Customer must be picked up between 10am and 4pm, where later collection is required a charge may be levied for overtime costs incurred.

## **4 POWER TO ENTER THIS CONTRACT**

- 4.1 The signatory to this contract warrants that they are duly authorised to enter into the contract on the Customers behalf and personally indemnifies Production Light and Sound Limited against all losses and costs which may be incurred if this is not the case.
- 4.2 Where the contract is verbal and the Equipment is released under a delivery note, the signatory of the delivery note will be bound by clause 4.1. Such signatory to be anyone apparently over the age of majority who is on the premises to which the Equipment is delivered or where Equipment is to be collected who purports to act on behalf of the Customer.
- 4.3 Where the contract is verbal and the Equipment is to be installed or operated by Production Light and Sound Limited receipt of the service will be deemed to be sufficient proof of the Customers intention to honour the contract.

## **5 CUSTOMERS RESPONSIBILITIES**

- 5.1 The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or his/her agent and ends when the customer is in possession of Production Light and Sound Limited's unqualified receipt for the return of the Equipment.
- 5.2 The Customer shall at no time sell, dispose or otherwise dispose of the Equipment or attempt to do so.
- 5.3 The Customer and signatory of the contract or delivery note, jointly severally undertake to ensure that everyone who uses the Equipment has been properly instructed in its safe and proper use and will ensure that the Equipment is not misused.
- 5.4 The Customer will at all times indemnify Production Light and Sound Limited against all cost, expenses, liability, financial loss claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non use, repossession, collection, return or non return of the Equipment.
- 5.5 The Customer shall be solely responsible for compliance with all legal requirements and shall be solely liable with any claims whatsoever arising from failure to do so.
- 5.6 Nothing in this clause shall affect the statutory rights of the Customer.

## **6 ELECTRICAL EQUIPMENT**

- 6.1 Any electrical equipment must be used with the plugs/ sockets as fitted.
- 6.2 The Customer shall at all times ensure that a suitable and proper supply of electricity is arranged for use of the Equipment and that a suitable Electrical Earth is available at all times.

## **7 EQUIPMENT MAINTENANCE AND REPORTING**

- 7.1 The Customer shall ensure that the equipment is kept clean and serviceable during the hire period.
- 7.2 Any breakdown of Equipment must be reported to Production Light and Sound Limited immediately.
- 7.3 The Customer shall not attempt to repair the Equipment without prior consent from Production Light and Sound Limited.
- 7.4 Equipment which has developed a fault but which has not been reported to Production Light and Sound Limited will still be subject to hire charges.
- 7.5 No service of faulty Equipment will be carried out by Production Light and Sound Limited on Equipment hired under contract which is in default of payment. Hire charges will still be incurred for any such Equipment whether it is serviceable or not until the outstanding hire Charges are received.
- 7.6 If the Equipment is involved in an accident resulting in any damage whatsoever to either the Equipment or other property or injury to any person, Production Light and Sound Limited must be notified immediately.
- 7.7 The Equipment must not be removed from the site originally specified by the Customer or from any subsequent site authorised by Production Light and Sound Limited without written consent from Production Light and Sound Limited.

## **8 COMPATIBILITY OF EQUIPMENT**

- 8.1 The customer shall be responsible for ensuring that the Equipment is compatible for use with any other equipment in use by the Customer.
- 8.2 The Customer shall be responsible for ensuring that the Equipment is suitable for its purpose.

## **9 INSURANCE**

- 9.1 The Customer agrees to pay Production Light and Sound Limited the full replacement cost of any equipment lost, stolen or damaged beyond reasonable repair (without deduction for usage, wear & tear or age).
- 9.2 The Customer shall insure the Equipment against the above liability and assign Production Light and Sound Limited as the sole beneficiary of the insurance policy.
- 9.3 The Customer shall not settle any claim without the consent of Production Light and Sound Limited.
- 9.4 In the event of any Equipment lost, stolen or damaged beyond repair the Customer will be liable for hire charges for such equipment until it is replaced. In addition the Customer will be liable for any Consequential loss arising.

## **10 CONDITION OF RETURN EQUIPMENT**

- 10.1 The Customer will on completion or termination of the Contract return all the Equipment to Production Light and Sound Limited in good, clean, serviceable and undamaged condition.
- 10.2 The Customer will be liable for the cost of restoring the Equipment to such condition in the event of failure to comply with 10.1
- 10.3 The Customer will be liable for hire charges of any Equipment not returned in suitable condition until that Equipment has been restored accordingly.

## **11 TERMINATION OF HIRE**

- 11.1 Production Light and Sound Limited shall be entitled to terminate the contract and recover the Equipment with immediate effect if:-
  - a) The customer is in breach of these terms
  - b) The Customer is in excess of 14 days late with any payment due to Production Light and Sound Limited
  - c) The Customer shall take any steps or if any act or proceeding is commenced in which the customers solvency is, in the reasonable view of Production Light and Sound Limited, in doubt
- 11.2 Termination of the contract under 11.1 shall not affect the right of Production Light and Sound Limited to recover any monies due, Interest, Consequential loss or damages for breach.
- 11.3 The Customer authorises Production Light and Sound Limited to enter any premises on which it reasonably believes Equipment to be and Production Light and Sound Limited in their absolute discretion may take steps to recover the equipment.
- 11.4 Any costs incurred in recovering the Equipment will be paid by the Customer.

## **12 INTEREST**

- 12.1 When payment is not made by the due date, as stated on any invoices issued, Production Light and Sound Limited will be entitled to interest at 4% above the base rate from time to time at the Lloyds TSB Plc or its successors on any amount overdue. Interest to be calculated on a compounded daily basis.
- 12.2 The payment of such interest to be without prejudice to the rights or remedies of Production Light and Sound Limited.
- 12.3 Any legal charge incurred in the collection of money or Equipment shall be paid by the Customer.

### **13 LIABILITY**

- 13.1 Production Light and Sound Limited's liability for any defect in any of the Equipment shall be limited to and at no time exceed
- a) Any manufactures warranty sold with the Equipment or there shall be none
  - b) Replacement or repair of such equipment save where clause 7.5 applies
  - c) At Production Light and Sound Limited's discretion the refund of the price save where clause 7.5 applies
- 13.2 Consequential Losses  
Nothing in this contract or these terms will make Production Light and Sound Limited responsible for any Consequential losses of the Customer including any expenses, loss, claim or liability whatsoever caused by late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same.
- 13.3 Production Light and Sound Limited shall not be liable if misled or if any information is withheld by the Customer in respect of any matter.

### **14 INJURY OR DAMAGE TO PERSONS OR PROPERTY**

- 14.1 Subject to section 13 Production Light and Sound Limited shall not be liable for any loss arising from injury to persons or damage to tangible property where and only where and only to the extent that such injury or damage is caused by defects in the equipment and only where such defects are the result of negligence by Production Light and Sound Limited.
- 14.2 The Customer shall ensure that Production Light and Sound Limited is not exposed to liability of any kind which is in excess of £1,000,000.00 (One million pound sterling). The Customer must inform Production Light and Sound Limited if any such exposure may arise and the contract must not proceed without Production Light and Sound Limited's consent to this increased exposure.
- 14.3 Any expense in insuring liability beyond £1,000,000.00 (One million pound sterling) will be paid by the Customer.

### **15 RIGHTS RESERVED**

- 15.1 Any failure of Production Light and Sound Limited to enforce any clause of these terms does not constitute a waiver of any of their rights hereunder.
- 15.2 If any of these terms are held invalid such invalidation shall not affect the remaining terms.

### **16 TERMS OF CONTRACT**

- 16.1 These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer.

### **17 DELIVERY AND CHARGE**

- 17.1 All times quoted or stated for delivery are approximate only.
- 17.2 Hire charges do not include carriage unless otherwise stated. Any expenses incurred by Production Light and Sound Limited in delivery or recovering the equipment will be paid by the Customer.
- 17.3 Where carriage is quoted such costs will only include time to load or unload at the Customers premises. Further time in attendance will be charged for.