

## **Hire Contract terms and conditions**

### **1. Definitions**

- 1.1. This booking agreement is a legally binding contract between Shadow Entertainment and the client. By signing it you agree to the Contract Terms and Conditions. A signed copy of this agreement must be returned within 14 days to secure this booking
- 1.2. A non-refundable reservation fee of the amount specified in the contract must be submitted with the signed copy of the contract. All provisional bookings are held open for 14 days, the signed contract must be returned within this time to guarantee the booking
- 1.3. The balance of the hire fee, specified on the contract, must be paid within the agreed payment terms, Delays in payments will incur extra charges
- 1.4. In the event of cancellation by the client a cancellation fee will be payable on the following basis
  - 1.4.1. Cancellation advised in writing, received more than 21 days before the event, loss of reservation fee only cancellation advised in writing,
  - 1.4.2. Cancellation received less than 21 days before the event full, the full amount of the contract will be payable immediately.

### **Hire Terms**

2. Hire charges commence from the date stated in the contract and are payable for the period of hire
  - 2.1. Equipment must be returned by 12 noon on the date specified in the contract in a clean and serviceable condition and the customer must obtain the supplier's receipt
  - 2.2. Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers
  - 2.3. All equipment is required to be packed in the correct manor by the hirer in to the correct cases; all cables are to be returned
    - 2.3.1. Coiled neatly and held together with a rap of PVC tape holding it together
    - 2.3.2. Coiled on its drum as per delivery
    - 2.3.3. All cables returned in an uncoiled state will incur an extra charge of £2.00 + vat (at the standard rate) per cable.
3. **Power to Enter this Contract**
  - 3.1. The signatory to the contract warrants that they are duly authorised on the customer's behalf to enter into the contract and hereby personally indemnifies Shadow Entertainment against all losses and costs that may be incurred by Shadow Entertainment if this is not the case

#### 4. Customer's Responsibilities

- 4.1. The customer's responsibility for the equipment commences on receipt of the equipment by the customer or his agent or on delivery and ends when the customer is in possession of Shadow Entertainments unqualified receipt for the return of all the equipment
- 4.2. The customer shall not at any time sell, dispose or otherwise part with control of the equipment or attempt to do so
- 4.3. The signatory to the contract and the customer jointly and severally undertake with Shadow Entertainment that everyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the equipment to be misused
- 4.4. The customer will at all times fully indemnify Shadow Entertainment against any expense, 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
- 4.5. Nothing in this clause shall affect the statutory rights of the customers or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977

#### 5. Electrical Equipment

- 5.1. Any electrical equipment should be used with plugs and/or sockets as fitted
- 5.2. If other plugs or sockets are to be fitted by the customer such work shall be carried out by a competent person who shall also reinstate the same to the original condition prior to returning to Shadow Entertainment
- 5.3. The customer shall be responsible at all times to arrange a proper supply of electricity for use with the equipment and ensure that the equipment shall at all times be properly earthed

#### 6. Equipment Maintenance and Reporting

- 6.1. The customer shall ensure that the equipment remains serviceable and clean during the hire period
- 6.2. Any breakdown or unsatisfactory working of equipment shall be immediately notified to Shadow Entertainment.
- 6.3. The customer shall under no circumstances attempt to repair the equipment without prior authorisation from Shadow Entertainment.
- 6.4. Any damaged or unsatisfactory equipment must be returned to Shadow Entertainment's premises for examination at the customer's cost
- 6.5. If the equipment is involved in any accident resulting in damage to either the equipment or other property or injury to any person the customer shall notify Shadow Entertainment immediately
- 6.6. Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of Shadow Entertainment.

7. Compatibility of Equipment

- 7.1. The customer shall ensure that the equipment is compatible and may safely be used with any other equipment being used by the customer
- 7.2. The customer shall be responsible for ensuring that any equipment is suitable for their purposes

8. Insurance

- 8.1. The customer agrees to pay Shadow Entertainment the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear, tear or age)
- 8.2. The customer shall insure the goods against the above liability
- 8.3. All monies received by the customer from any insurance company or third party in settlement of any claim shall be held in trust by the customer and paid to Shadow Entertainment on demand to the extent that any such payment is due under this clause
- 8.4. The customer shall not compromise or settle any claim without the express consent of Shadow Entertainment.
- 8.5. In the case of equipment which is lost, stolen or damaged beyond economic repair the customer shall pay a charge at the full daily rate together with interest and consequential loss until the equipment is replaced

9. Condition of Returned Equipment

- 9.1. The customer is fully responsible for care, safe keeping and return in good order of the equipment
- 9.2. The customer will reimburse all costs incurred by Shadow Entertainment in rectifying the condition of any equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification

10. Termination of Hire

- 10.1. Shadow Entertainment shall be entitled to terminate the contract with immediate effect and to repossess the equipment if at any time:-
  - 10.1.1. The customer is in breach of these terms; or
  - 10.1.2. The customer shall take any steps or if any act or proceeding is commenced in which the customer's solvency is in the reasonable view of Shadow Entertainment in doubt. Such termination shall not affect the right of Shadow Entertainment to recover from the customer any monies due under this contract, interest, consequential loss or damages for breach
- 10.2. The customer hereby authorises Shadow Entertainment to enter upon any property upon which Shadow Entertainment reasonably believe any equipment to be and Shadow Entertainment in their absolute discretion may recover and remove the equipment
- 10.3. The customer hereby authorises Shadow Entertainment (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the contract) to deduct any sums properly due to Shadow Entertainment arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of Shadow Entertainment.

11. Liability

11.1. Shadow Entertainment's liability for any defect in the equipment shall be limited to and in no case exceed:-

11.1.1. Any manufacturer's warranty sold with the equipment; or if there shall be none

11.1.2. Replacement or repair of the defective equipment; or

11.1.3. At Shadow Entertainment's option a refund of the price

12. Consequential Losses

Nothing in these terms and conditions shall make Shadow Entertainment liable for any consequential loss to the customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the 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. Injury to Persons and Damage to Property

13.1. Subject to section 12. above Shadow Entertainment shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused by the negligence of Shadow Entertainment.

14. The customer by signing this agreement warrants that he/she has or will obtain the appropriate license for the said performance playing or showing, prior to using the equipment for the said purpose