TERMS AND CONDITIONS OF HIRE

1. <u>General Conditions</u>

- 1.1 Equipment is hired subject to our terms of business, a copy of which is available on request.
- 1.2 All equipment remains the property of St Edmundsbury Theatre Services whilst on hire.
- 1.3 The hire period commences at the time of collection or delivery and all hire charges are payable from that time.
- 1.4 All equipment returned late or lost whilst on hire will be charged at the daily rate until it is either returned or paid for in full.
- 1.5 Any equipment lost whilst on hire shall be charged for at full list price.

1.6 Whilst on hire the hirer is liable for any loss, damage or misuse of equipment and should insure the equipment for its full replacement value.

- 1.7 The hirer shall indemnify St Edmundsbury Theatre Services against financial loss, liability and expense or
- proceedings in respect of personal injury or damage or loss resulting from use of hired equipment.
- 1.8 St Edmundsbury Theatre Services reserve the right to recover our equipment at any point whilst on hire.
- 1.9 Staging units and legs are not to be painted or adapted in any way whilst on hire.

2. <u>Collection of equipment</u>

- 2.1 All equipment must be collected and returned to our hire base during our working hours.
- 2.2 Where free delivery is offered, it is entirely at our discretion and this service may be revoked without notice.
- 2.3 Deliveries / collections are for one journey to your venue. Large loads, second journeys or time wasted due to venue inaccessibility will be charged for. Please note, delivery means to the nearest point of vehicular access so please supply your own labour to carry equipment into your venue.
- 2.4 *The hirer shall insure* all equipment whilst in transit and in the hirer's care.
- 2.5 All equipment transported by the customer must be carried in suitable enclosed vehicles only.

3. <u>Return of equipment</u>

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- 3.1 *All cables must be returned coiled and taped* using electrical tape only. Failure to do so will result in a £2.00 per cable surcharge.
- 3.2 All packaging and cases shall be returned with equipment.
- 3.3 All equipment must be kept in cases/packaging whilst in transit.
- 3.4 Whilst on hire it is the hirer's responsibility to see that all equipment is maintained in a clean and serviceable condition.
- 3.5 *Faulty or blown lamps must be returned* for inspection otherwise they will be charged for.

4. <u>Compatibility</u>

- 4.1 No liability can be accepted for equipment, which fails due to incompatibility with hirers or venues equipment.
- 4.2 Plugs and sockets supplied with equipment should not be changed, opened or tampered with by the hirer.
- 4.3 No liability can be accepted for consequential loss caused by failure of equipment on hire.
- 4.4 All equipment failures must be notified in writing within 24 hours. Services
- 4.5 The customer shall at no time attempt to repair or authorise repair of hired equipment.
- 4.6 The equipment hired shall at no time leave the venue of the hirer or be sub-hired without the written consent of St Edmundsbury Theatre Services.
- 4.7 All dimensions quoted are nominal, eg. cable lengths etc..
- 4.8 No liability can be accepted for any damage or injury caused by misuse of our equipment.

5. <u>Payment</u>

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5.1 Equipment hired by non-account holders must be paid for in full upon collection or delivery.

5.2 Non-account holders may be asked for a refundable security deposit, which must be paid before any equipment leaves our premises.

- 5.3 Proof of identity and of permanent address will be requested upon collection of equipment.
- 5.4 *All accounts are strictly 14 days* net from date of invoice.
- 5.5 All discounts will be revoked in case of late payment and interest on late accounts will accrue at 3% above the National Westminster Bank base rate.
- 5.6 Cheques will not be deemed as being paid until they have cleared through the bank.
- 5.7 St Edmundsbury Theatre Services reserves the right to alter prices without prior notice.

5.8 St Edmundsbury Theatre Services reserves the right to terminate hire contracts at any time and to refuse to enter into any contract of hire.