

Three-16 Productions

TERMS & CONDITIONS OF EQUIPMENT HIRE

Definitions

'The Company' means Three-16 Productions or any of its associated companies, representatives or agents.

'The Customer' means the person(s) or body to whom the Equipment is hired to in accordance with these terms and conditions.

'The Venue' means the place where the Equipment will be utilised for the purposes of the Customer.

'The Equipment' means all items provided to the Customer and/or operated by the Company at the Venue.

'Conditions' means the standard terms and conditions of hire set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.

'The Event' means the occasion for which the Equipment is required by the Customer, and for which the Equipment is subsequently hired out by the Company.

'The Hire Charge' means the payment to be made by the Customer for hire of the Equipment.

Basis of Hire

The Company shall provide and/or operate the Equipment at the venue for the duration of the event in accordance with the reasonable requirements of the Customer. The Equipment is provided and/or operated by the Company in accordance with the quotation issued by the Company to the Customer at the time of taking the Customer's order. The Customer is responsible to the Company for ensuring the accuracy of the terms of any order submitted and for giving the Company any necessary information relating to the equipment within sufficient time to enable the Company to perform the Contract in accordance with its terms. All orders for Equipment shall be deemed to be an offer by the Customer to hire Equipment subject to these terms and conditions. The Company shall be responsible to the Customer for ensuring the accuracy of the Equipment supplied in accordance with the terms of the Customer's order. Acceptance of delivery of the Equipment shall be deemed conclusive evidence of the Customer's acceptance of these terms and conditions. The Customer grants the right to the Company to make any changes in the specification of the Equipment which is required to conform with any applicable safety or other statutory requirements and, the Customer agrees that in the event of Equipment ordered not being available for hire, the Company reserves the right to provide substituted equipment of similar quality for all or part of the duration of the contract.

The hiring of the Equipment will commence on the date when delivery of the Equipment takes place. Upon delivery of the Equipment, the Customer will be required to sign a delivery note for the Equipment before it is handed over to the Customer. The Customer will be given the opportunity to examine the Equipment prior to signature of the delivery note. Signature of the delivery note by the Customer shall constitute the Customer's acceptance of the Equipment under these terms and conditions.

Cancellation

No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and material used) damages, charges and expenses incurred by the Company as a result of the cancellation. Without prejudice to and in addition to any rights of the Company arising under these Conditions, in cancelling any order that has been accepted by the Company, the Customer agrees to forfeit in full the amount of any deposit paid to the Company and the Company shall be entitled to retain the deposit irrespective of whether any loss has arisen by virtue of the cancellation.

Delivery and Inspection

Delivery of the Equipment shall be made by the Company delivering the Equipment to the venue specified by the Customer. The Equipment shall be delivered to the venue and returned from the event by and at the risk of the Company though the cost of delivery and return will be borne by and charged to the Customer. Time for delivery is not of the essence and the Company cannot be held responsible for late delivery howsoever occasioned.

Deposit and Payment

Prior to supplying any Equipment, the Company may require a deposit from the Customer limited to the full replacement cost of the Equipment. The Company may, at its absolute discretion, require the Customer to pay the full Contract price in advance of the Equipment being issued to the Customer for the Contract period otherwise the due date for payment for hire of the Equipment by the Customer shall be the date as stated in the written Quotation provided by the Company.

Insurance and Responsibility

The Customer shall be responsible for the Equipment from the point at which the delivery note is signed and the Equipment is left with the Customer and throughout the period of hire and until the equipment is collected by the Company. Responsibilities of the Customer include, without limitation the care and safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. The Customer is advised to ensure that the Equipment is adequately insured for the period of the hire with a reputable insurance company against loss or damage from all risks. The Customer shall notify its insurers that the Equipment is on hire from Three-16 Productions and request the insurers to take note of such interest on the policy of insurance naming Three-16 Productions as loss payee. In the event of any insurance claim the Customer will hold all sums received under its policy of insurance on trust for Three-16 Productions and will pay or apply such sums as Three-16 Productions direct.

General Liability

The Customer shall be solely responsible for and hold Three-16 Productions fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Three-16 Productions as a result of any accident involving the equipment (other than death or personal injury resulting from negligence of Three-16 Productions). Three-16 Productions do not hire the Equipment subject to any condition or warranty.

The Customer shall be solely responsible for and hold Three-16 Productions fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by Three-16 Productions as a result of any breach or default on the part of the Customer in the discharge of its obligations under the Contract. Although Three-16 Productions will use all reasonable endeavours to discharge its obligations under the Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its reasonable control.