

## Pivotal Sound & Lighting Terms & Conditions of Hire

### 1. Definitions

The following definitions are used but not otherwise defined in this Agreement:

- a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the current purchase price of replacement Equipment.
- b. "Equipment" means goods, components and other items hired by Pivotal Sound & Lighting.
- c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.
- d. "Customer" is the person, firm, corporate or public body, hereafter referred to as "The Customer", hiring the equipment or services.
- e. The "Company" is Pivotal Sound & Lighting. Hereafter referred to as "The Company".
- f. "Consequential Loss" shall mean loss of profits, contracts or any other consequential loss or damages whatsoever unless due to the negligence of the Company

### 2. Hire Terms

- a. The Company agrees to hire the Equipment to the Customer, and the Customer agrees to hire the Equipment from the Company in accordance with the terms set out in this Agreement.
- b. The hire period commences and terminates at the times specified and agreed in the contract, hire form or invoice.
- c. Email confirmation of the hire, or accepting the hired equipment warrants that they are duly authorised on the customer's behalf to enter into the contract.

### 3. Charges

- a. The charges due will be paid 7 days before the event/hire, unless stated and agreed on the contract or invoice or hire form.
- b. Hire charges commence from the date and time stated in the invoice or hire form and are payable for the period of hire.
- c. Unless other arrangement has been made, equipment must be returned by 12 noon on the date specified in the contract, in a clean and working condition
- d. In event of a breach of these conditions or the equipment not being available for use by other customers, the customer will be charged the full daily hire rate together with consequential loss.
- e. At the discretion of the company, the customer may be charged in full if an invoice, hire form or contract of hire is cancelled at any time.

- f. All spares, replacement or blown lamps, tools and other additional equipment supplied with the hire must be returned, or the customer will be charged in full for their replacement.
- g. Any legal or other charges incurred in the recovery of money or of equipment shall be paid by the customer.
- h. All charges are payable on demand and failure to meet agreed payment terms will result in interest being charged at 1% above the current bank rate.
- i. If paying by credit card there will be a 2.5% administration fee added to your final order total.
- j. All prices are subject to VAT at the current rate unless specified.

### 4. Deposit

- a. A 50% deposit or deposit fee charged at the discretion of the company, is charged once you agree to a hire or service invoice.
- b. The deposit will be taken off the final settlement amount, unless the deposit is an additional fee to the hire cost, in which case the deposit will be returned to the customer upon safe return of the equipment to a satisfactory standard.

### 5. Customers Responsibilities

- a. The customer's responsibility for the equipment commences on receipt of the equipment, and terminates when the customer returns the equipment to the care of the company.
- b. Any electrical equipment should be used with plugs and/or sockets as fitted, or supplied.
- c. At no time shall the customer sell, dispose or otherwise part with control of the equipment.
- d. It is the customer's responsibility that everyone who uses the equipment has been instructed in its safe and proper operation, and further will not allow the equipment to be misused.
- e. The company cannot be held responsible for any financial loss, personal injury or damage to or loss of any property arising as a result of the use of the equipment.
- f. The company cannot be held liable for any financial loss or loss of business caused by equipment failures, equipment misuse or failure to supply equipment or services in any circumstances.
- g. The equipment must not move from the location (if specified) in the contract without prior authorisation from the company.
- h. The customer shall not act to compromise the serviceability of the equipment during the hire period. Under no circumstances shall the customer attempt to repair the equipment.
- i. Any breakdown or unsatisfactory working of equipment shall be immediately notified to the company

### 6. Insurance

- a. The customer agrees to pay the company the full replacement cost of any equipment which is considered a total loss (lost, stolen or damaged beyond economic repair).
- b. In the case of equipment that is a total lost (lost, stolen, or damaged beyond economic repair) the customer shall pay a charge at the full daily rate together with consequential loss until the equipment is replaced or paid for in full.
- c. The customer shall insure the equipment against the above liability.

### 7. Ownership, Right to Lease and Quiet Enjoyment

- a. The Equipment is the property of the company and will remain the property of the company.
- b. The customer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
- c. The company warrants that the customer has the right to hire the Equipment according to the terms in this Agreement.
- d. The customer warrants that as long as no Event of Default has occurred, the company will not disturb the customer's quiet and peaceful possession of the Equipment or the customer's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

### 8. Termination of hire

- a. The company shall be entitled to terminate the contract with immediate effect and to repossess the equipment at any time if the customer is in breach of these terms.
- b. Such termination shall not affect the right of the company to recover from the customer any money due under the contract, consequential loss or damages for breach.

### 9. Equipment Availability

- a. If, in the unlikely event, the exact equipment specified on your invoice, contract or hire form is unavailable for whatever reason, the company agrees to supply equipment, with the customer's agreement, that is suitable for the original intended purpose.