

Midlands AV Hire

Terms and Conditions of Booking & Hire

Overview:

- You declare you are over the age of 18
- You must read and understand the following Terms & Conditions and by placing a booking, you agree to adhere to them.
- A booking fee of 25% is required to reserve equipment, crew, and logistical services for you, on the date(s) you require. Bookings made less than 14 days prior to the event date are required to pay the full hire fee to confirm the booking.
- Cancellations made over 30 days before your event will be subject to a 25% fee of the total hire (taken from your booking fee).
- Cancellations made from 14-29 days before your event will be subject to a 50% fee of the total hire.
- Cancellations made less than 14 days before your event will be subject to a 100% fee of the total hire.
- Events that cancel at any time during the hire due to any reason will be subject to a 100% fee of the total hire.

Full payment is to be made a minimum of 14 days prior to the event.

Bacs Payments or Credit/Debit cards accepted.

Prices & Equipment Returns:

All prices are quoted per 24 hours (unless otherwise stated) meaning that from the time of delivery. It is up to the hirer to return any lost items, if a lost item is not returned, a subsequent charge will be taken for the hire until the items are returned.

Introduction:

This document is issued by Midlands AV Hire, to describe the terms and conditions of hire of the Company's equipment for events, and other performances, where provided without personnel – 'Crew' This document is the Terms & Conditions of Dry Hire in full, laying down the contractual agreement between Midlands AV Hire and the Hirer.

Definition of expressions used:

"Hire" – This expression refers to the arrangement to use equipment supplied by the Company at an event. The period of Hire under these terms is usually one or more days and rates applied may be quoted as 'the Hire Cost' or 'the Daily Rate', or 'the Weekly Rate.'

"Hirer" – The person, company, department or other body who has ordered and/or accepted goods or services from Midlands AV Hire.

“The Equipment” – All items of equipment and or services accepted by the hirer along with any other items and or services included or implied whether specified or not.

“Owner/The Company” – Midlands AV Hire

Provision of the Equipment:

1. Midlands AV Hire agrees to supply you with the equipment and rigging described in the hire agreement for the hire period.
2. All equipment is supplied in full working order and any defective or incorrect items will be replaced promptly, if notified immediately upon receiving the equipment.
3. Equipment remains the property of Midlands AV Hire. In the event of a breach of any of these conditions, Midlands AV Hire may terminate the arrangement and repossess all their Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

Principal Exclusions:

4. Unless explicitly stated in writing in the quotation, the following are excluded from the hire provision:

4.1. Equipment (other than shown in the hire agreement)

4.2. Midlands AV hire will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described in Paragraphs 5 and 6 below (Responsibilities of the Hirer) whether or not this is covered by the insurance policy taken out by the Hirer.

Responsibilities of the Hirer:

5. The Hirer assumes full responsibility for the Equipment from the time of checking out until checking in. The hirer is responsible for checking the equipment upon arrival to ensure the equipment is correct. The hirer is responsible for the safekeeping of the equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safekeeping of the equipment during the period of hire. The hirer is responsible for checking equipment for defaults upon receiving and notifying Midlands AV Hire. The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment.

5.1. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.

5.2. Equipment is not to be altered or modified in any way.

5.3. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of Midlands AV Hire.

6. Any discrepancies with the order must be emailed to Midlands AV hire immediately upon receiving the equipment to allow for time to swap out equipment.

7. The cost of replacing or repairing damaged Equipment will be paid in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full.

7.1. Examples of loss/damage /modification include (but are not limited to) the following:

- Damage by persons known or unknown, including audiences and artists
- Damage or loss caused by inadequate handling by third parties (including local crew)
- Damage by adverse weather conditions including water damage
- Loss due to theft on site or in transit
- Loss or damage during transportation
- Modifying cables by cutting and/or re-wiring plugs/sockets

8. Liability: Equipment is supplied on the understanding that it be competently installed and operated by the Hirer. Midlands AV Hire is covered by a £5,000,000 Public Liability insurance policy but it is recommended that the hirer takes out an adequate insurance policy for the hire.

9. Competent Personnel: Where certain hire Equipment requires specialist technical knowledge or training for the safe or effective installation and or operation, the hirer will be required to appoint competent personnel to operate the equipment. If this is not possible then Midlands AV Hire can supply a competent crew member to supervise for the duration of the hire, this will be charged for in addition to the high rate.

10. Local Licenses: The hirer is solely responsible for obtaining any license, qualification, or other authority, which may be required for the safe and legal operation of the Goods hired and agrees to abide by all legal guidelines relating to the installation and operation of the Goods.

11. Sound Pressure Levels: High Sound Pressure levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. Certain pieces of equipment provided by Midlands AV Hire can and does produce high enough sound pressure levels to cause permanent hearing damage. Midlands AV Hire cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the hirer to ensure the safety, with regard to hearing, of the general public. Where appropriate you may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.

12. Event Licencing. The hirer is solely responsible for obtaining any license required to operate the event where Midlands AV Hire equipment is being used. This includes TENs or premises license, PRS/ PPL/Royalties licensing required to show the film and/or music. Should Midlands AV Hire discover an event does not have the necessary licensing, equipment will be removed off-site and all hire fees's lost.

13. Hire Location. The hirer is responsible for proving a suitable venue including buildings and grounds.

Hire Periods, Charges and Payments:

14. Hire Period: Hire charges are calculated from the date of delivery to the date of return to Midlands AV Hire. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Equipment may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.

12. Hire Charges: Hire charges are based on daily rates, with the period of hire starting from the time of checking out by Midlands AV Hire, to the time of checking in.

15. Five days of weekly Hire: The weekly hire rate is that you only pay for 3 days hire in that said 5 days week from Monday to Friday only.

Goods checked out during operating hours on day 1, must be returned before 7.00pm on the 5th day of hire, or a second week's hire will be incurred.

16. Payments: Payments must be made in full with cleared funds before checking out. Accepted payment types: Bank Transfer or Credit/Debit card.

16.1. All overdue invoices will incur an admin/late payment fee of £15 or 15% (which ever is greater) per week until the invoice and all admin/late payment fees are settled in full. Under certain circumstances, we may allow an extension but written permission must be granted before the invoice is due.

17. When equipment is it be delivered to site by Midlands AV Hire the hirer must provide suitable parking for on and off loading equipment, whilst the event is taking place. If no parking is provided, If the loading bay is more than 50m away from the venue loading door and/or has steps, the hirer will need to notify Midlands AV Hire of this as it may require extra staff to move equipment.

19. The hirer is responsible for supplying suitable power. When using generator power the hirer is responsible for any damage done to equipment as a result of the generator.

20. Midlands AV Hire cannot be held responsible for any losses caused by equipment malfunctioning and recommends hiring spare equipment as back up.

General Terms and Provisions:

18. Contract of Hire: The placing of an order for equipment by the Hirer or the issuing of a sales invoice by Midlands AV hire constitutes a contract that binds the Hirer to accept these conditions.

19. Termination: Midlands AV Hire may terminate the hire contract under these terms and conditions:

Hirer:

19.1. Fails to pay any Rentals or other sums payable under these conditions in full within 14 days of such sums becoming due (whether demanded or not)

19.2. Commits a breach of any of the other terms and conditions of the contract (whether express or implied)

19.3. Does or causes to be done anything, which in the opinion of Midlands AV Hire may jeopardize Midlands AV Hire's rights in the Equipment.

19.4. Is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days.

19.5. Suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order

19.6. Enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts.