

1. In the conditions unless the context otherwise appears, the following words and expressions shall have the following meanings:-

- i) "These Conditions" means the conditions of hire and/or purchase herein attached
- ii) "The Company" means London Light Production Services Ltd
- iii) "The Customer" means the person, firm, corporate or public body who or which has agreed to hire or purchase the Equipment from the Company. Any person purporting to act on behalf of the customer shall be bound by the contract
- iv) "The Equipment" means the Equipment specified overleaf together with (if any) the accessories and flight cases specified overleaf and any part or parts of the same
- vi) "Consequential loss" shall mean loss of profits, contracts or other consequential loss or damage whatsoever
- vii) "The Agreement" means the agreement between the Company and the Customer for the hire of the Equipment. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.

2. The Agreement is subject to these Conditions which supersede all previous communication representations and agreements whether written or oral and no additions or alteration to these Conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorised officer or employee or agent of the Company. Any terms or conditions proposed by the Customer shall only apply if the same have been agreed by or on behalf of the Company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.

Hire Terms

3. Quotations, Orders and Confirmations.

- 3.1. Quotations issued by the Company are valid and open to acceptance within 30 days from the issue date unless stated otherwise in the quotation.
- 3.2. If conditions relating to the delivery, collection, price, quantity, payment terms or other matters stated in the Company's order confirmation vary from the Customer's order or acceptance of quotation and the customer does not wish to accept the variations, then the Customer must notify the Company to that effect in writing within 5 working days. Failing which the Customer shall be deemed to have accepted all the terms and conditions, which shall commit a binding contract between the parties.

4. Charges

- 4.1. Hire charges commence from the date stated in the hire contract and are payable for the duration of the hire. A 24 hour period or part constitutes one days hire.
- 4.2. Additional charges accrue at the full daily hire rate together with any consequential loss in the event of the breach of these conditions or the equipment not being available for use by the company or other customers.
- 4.3. Equipment must be returned by 12:00 midday on the date specified in the hire contract, in a clean and fully working condition.
- 4.4. All cables must be returned coiled and taped in the same clean condition as that in which they were received. Failing which a charge of £1.50 Ex. VAT per cable will be made for the recoiling of each cable.
- 4.5. All lanterns are supplied fitted with working lamps and packed with spare lamps. These spare lamps and any lamps that The Customer changes must be returned to The Company with the equipment hired. Failing which the list price for each lamp will be charged for any not returned.
- 4.6. All charges are payable on demand.

5. Permission to enter the hire contract

- 5.1. The signatory to the contract confirms that they are duly authorised on the Customer's behalf to enter into the contract and hereby personally indemnifies the Company against all losses and costs that may be incurred by the Company if this is not the case.
- 5.2. Where account facilities have not been granted to the Customer, two forms of ID will be required at least one being a photo ID. Also a recent utility bill will be required to confirm the name and address provided on the photo ID. These forms of ID must be original documents and not photocopies. Forms of ID accepted are: Driving licence (accompanied with counterpart), bank statements or utility bills (dated within 3 months). Passports will only be accepted as an additional check as they don't carry an address. Photocopies of the ID provided will be held by the Company for the duration of the hire.

6. Payment

- 6.1. Where account facilities have been granted to the Customer in writing, all hire fees and charges must be paid within 30 days of the invoice issue date unless agreed beforehand with the Company.
- 6.2. Where no account facilities have been granted to the Customer payment for all hire fees and charges must be received in full, in advance of, or at the time of collection.

7. Damage Deposits

- 7.1. Where no account facilities have been granted a damage deposit of £200 must be paid to the Company prior to, or upon collection of the equipment. In cases where the total hire fee exceeds £1500 ex VAT then the damage deposit will then instead be 20% of the total quoted hire fee.
- 7.2. The damage deposit shall only be withheld after the hire period should any equipment be returned damaged, lost or stolen, at which point the difference between the damage deposit and the cost of repair / replacement shall be refunded or invoiced to the Customer as appropriate.
- 7.3. The damage deposit must be either cash or cheque with guarantee card.

8. Customers Responsibilities

- 8.1. The Customer's responsibility for the equipment commences on receipt of the equipment by the Customer or his/her agent or on delivery and ends when the Customer is in possession of the Company unqualified receipt for the return of equipment.
- 8.2. The Customer shall not at any time sell, dispose or otherwise part with control of the equipment to any third party or attempt to do so.
- 8.3. The signatory to the hire contract and the Customer jointly and severally undertake with the Company that everyone who uses the equipment has been properly instructed in it's safe and proper operation and will ensure that every user is in the possession of necessary instructional material and further will not allow the equipment to be misused.
- 8.4. The Customer will at all times fully indemnify the Company 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.
- 8.5. 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.

9. Insurance

- 9.1. The customer agrees to pay the Company the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear tear or age).
- 9.2. The Customer shall insure the goods against the above liability.
- 9.3. 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 the Company on demand to the extent that any such payment is due under this clause.
- 9.4. The Customer shall not compromise or settle any claim without the express consent of the Company.
- 9.5. 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.

10. Electrical Equipment

- 10.1. All items in The Companies hire stock carry a valid Portable Appliance Test (PAT), although items may not have a PAT sticker they WILL be recorded in our database. The Customer is entitled to a copy of the certificates for the items hired given 24 hours notice to the Company before the hire commences. All items are visually checked before each hire. However, this does not eliminate the need for a visual check by the Customer before each use of the equipment. It is the Customers responsibility to ensure that equipment is safe before each use.
- 10.2. The Customer is responsible at all times for ensuring that the power supply to which an item of equipment is connected is suitable for that equipment and furthermore ensure that the equipment shall at all times be properly earthed.
- 10.3. Any electrical equipment must be used with plugs and/or sockets as fitted.
- 10.4. The Customer must not at any time whatsoever remove any plug, socket, connector, coupler or device from any cable without written authorisation from the Company. Any plug, socket, connector, coupler or device found to be missing, damaged or incorrectly refitted will be replaced by the Company with all costs at the expense of the Customer.
- 10.5. No cable shall be deliberately cut for any reason or purpose whatsoever. Tails can be supplied to enable connections to distribution boards on request.

- 10.6. The Customer will be responsible for any damage caused to any plug, socket, coupler, connector, cable, device or equipment caused by connection to an unsuitable power supply, misconnection to any power supply or overloading. The Company will not be responsible for any damage caused to any power supply, generator, distribution board or other items of equipment caused by the neglect or inexperience of the customer.

11. Equipment Maintenance

- 11.1. The Customer shall ensure that the equipment remains serviceable and clean during the hire period
- 11.2. Any breakdown or unsatisfactory working of equipment shall be immediately notified to the Company
- 11.3. The Customer shall under no circumstances attempt to repair the equipment without prior authorisation from The Company
- 11.4. 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 the Company immediately
- 11.5. Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of the Company.

12. Termination of Hire

- 12.1. The Company shall be entitled to terminate the contract with immediate effect and to repossess the equipment if at any time:
 - (a) The Customer is in breach of these terms; or
 - (b) 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 the Company, in doubt. Such termination shall not affect the right of the Company to recover from the customer any monies due under this contract, interest consequential loss or damages for breach.
- 12.2. The Customer hereby authorises the Company to enter upon any property upon which the Company reasonably believe any equipment to be and the Company in their absolute discretion may recover and remove the equipment.
- 12.3. The Customer hereby authorises the Company (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the hire contract) to deduct any sums properly due to the Company arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of the Company.

Conditions as to sale

13. Risk in Title

- 13.1. The risk in the equipment shall pass to the Customer immediately on delivery to the Customer at the address shown for delivery on the contract or if the Customer collects on collection.
- 13.2. Property and title in the equipment shall remain vested in the Company and the Company reserves the right to dispose of the equipment until such time as the price shall have been paid in full.
- 13.3. If any part of the payment is overdue or if the Customer is in breach of any of these terms or if the customer or any third party shall take any steps or any act or proceeding in which in the reasonable view of the Company the Customer's solvency is in doubt the Company (without prejudice to any of the Companies other rights) recover or resell the equipment and may enter upon the Customer's or any third parties property for that purpose.

14. Receipt

- 14.1. The Customer or any duly authorised person on behalf of the Customer shall receive and unload the equipment and shall check the same for quantity and condition in the presence of the Companies carrier
- 14.2. Any shortage of or unsatisfactory equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the customer shall give written confirmation to the Company within three days of delivery
- 14.3. No claim in respect of shortage of or unsatisfactory condition of the equipment shall be entertained by the Company unless condition 14.2 is observed.
- 14.4. This condition does not affect the statutory rights of the Customer

15. Price

- 15.1. The price charged will be the price ruling at the time of delivery. Where this is at variance with the price quoted or inserted in the contract at the time the goods were ordered the Customer will be advised prior to delivery

Conditions applicable to both hire and sale

16. Payment and Interest

- 16.1. Where payments are not made on the due date the company will be entitled to charge interest on the overdue amount (inclusive of previously accumulated interest) that is overdue at the rate of 4% per 30 calendar days or part thereof for the period for which such monies are overdue.
- 16.2. The payment of such interest shall be without prejudice to any other rights or remedies of the company.
- 16.3. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the customer
- 16.4. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by the company pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order.

17. Delivery and Carriage

- 17.1. All times quoted or stated for delivery are approximate only.
- 17.2. Hire charges or sale prices do not include carriage. Any expenses incurred by the company in delivery or recovering equipment or attempting the same will be paid by the customer.

18. Liability

- 18.1. The Company's liability for any defect in the equipment shall be limited to and in no case exceed:
 - a) any manufacturer's warranty sold with the equipment; or if there shall be none:
 - b) the total hire cost of the equipment hired from the Company.
- 18.2. Consequential losses: Nothing in these terms and conditions shall make the Company 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 or incompatibility of the Equipment or any part thereof or any breakdown or stoppage of the same.
- 18.3. The Company will not be responsible for any non-fulfilment of contract by either Management or Artist, or for any goods or services booked from a third party, but every reasonable safeguard is assured.

19. Injury to Persons and Damage to Property

- 19.1. Subject to clause 18 above the Company 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 the Company.

20. Force Majeure

- 20.1. Although the Company shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control including but not limited to acts of nature, acts of Government, labour disputes and delays in transport.

21. Rights Reserved

- 21.1. Any failure by the Company to enforce any or all of these conditions shall not be constructed as a waiver of any of the Company's rights hereunder.
- 21.2. The Company reserves the right to subcontract all or any part of the Customer's order and to assign or otherwise deal in anyway whatsoever with the Company's interest in the Equipment and in the Agreement.
- 21.3. If any provision of the contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the contract and the remainder of such provision shall not be affected.
- 21.4. The Company reserves the right to use photographic equipment at events where it supplies equipment and crew services for the purposes of obtaining photographs and video footage of the Company equipment and/or crew in use/work, which may be used on the Company website and/or for advertising and marketing purposes. The Company will restrict its usage of such photographic equipment when provided prior to the event start date, and in writing, with any legal documentation or artist contractual clauses that detail the prohibition of such equipment.

22. Copyright

- 22.1. The Company notifies the customer that playing or showing copyright material in circumstances where the customer or anyone authorised by him/her does not hold the appropriate licence of the copyright holder he/she will infringe copyright and may become liable in damages for so doing.
- 22.2. The customer by accepting delivery of sound or visual reproduction equipment warrants that he/she has or will obtain the appropriate licence
- 22.3. The Customer is advised not to use any original materials on in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.