



## **Dry Hire Terms & Conditions**

### **All hirers:**

You must be over the age of 18

You must read and understand the following Terms & Conditions

You must provide two forms of identification, one being a photo ID (passport, driving license etc) for all dry hire equipment and a security deposit or card advance payment may be required.

Payment of a deposit / booking confirmation / final balance invoice is deemed as acceptance of our terms and conditions.

### **Payment:**

Full payment is to be made anytime between the time of booking and the date of collection, payment can be made upon collection, but must be made in full before delivery is made.

### **Prices, Returns & Cancellations:**

All prices are quoted as per 24 hours unless otherwise stated meaning that from the time of collection/delivery you have 24 hours to return the item. Late returns (by more than 2 hours) are charged at a full days hire, which will be taken from any deposit or card. 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.

Any cancellations made up to 14 days before your event will be subject to a £10.00+VAT admin fee. If you cancel within 7 days of your event then the full hire fee is required unless otherwise stated or agreed.

### **Introduction:**

Lightfantastic use this document to describe the terms and conditions of hire of the Company's Sound, Lighting and power systems for concerts, events, and other performances, where provided without personnel.

This document is the Terms & Conditions of Dry Hire in full, laying down the contractual agreement between Lightfantastic 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 Lightfantastic.

"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" – Lightfantastic which may also appear expressed as eventtechnical.co.uk which is a trading name of Lightfantastic.

### **Provision of the Equipment:**

1. Lightfantastic 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 items will be replaced promptly by Lightfantastic unless the item in question has been damaged by the hirer.

3. Equipment remains the property of Lightfantastic at all times. In the event of a breach of any of these conditions, Lightfantastic 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. Transportation of equipment further than 5 miles from our address. All equipment should be delivered/collected and collected/returned at the end of the hire period.

4.3. Lightfantastic 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 collection or delivery to site until return or collection by us. The hirer is responsible for the safe keeping of 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 safe keeping of the equipment during the period of 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 Lightfantastic.

6. 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.

6.1. 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

7. Liability: Equipment is supplied on the understanding that it be competently installed and operated by the Hirer. Lightfantastic 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.

8. 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 a competent personnel to operate the equipment. If this is not possible then Lightfantastic can supply a competent engineer, this will be charged for in addition to the hire rate.

9. 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.

10. 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 Lightfantastic can and does produce high enough sound pressure levels to cause permanent hearing damage. Lightfantastic 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.

## **Hire Periods, Charges and Payments:**

11. Hire Period: Hire charges are calculated from the date of collection / delivery to the date of return to or collection by Lightfantastic. 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 collection from or delivery by Lightfantastic, to the time of return to, or collection by Lightfantastic.

13. Weekly Hire: The normal weekly hire rate is a multiple of 3 (three) times the daily rate. Goods checked out during operating hours on day 1, must be returned before 7.00pm on the 7th day of hire, or a second week's hire will be incurred.

14. Payments: Payments must be made in full with cleared funds before delivery, or upon collection. Accepted payment types: Cash, Bank Transfer or Credit/Debit card.

14.1. All overdue invoices will incur a late payment fee of up to 20%. We may allow an extension but written permission must be granted before the invoice is due.

14.2. In the absence of prior written agreement to the contrary, payment of our charges is required on receipt of our invoice. Failure to make payment within 28 days of the due date may result in the matter being referred to a debt collection agent, whose charges will be added to and payable with the invoice debt.

15. Guarantees against equipment loss or late return: Hirers may be required to leave valid debit or credit card details with the Company as a payment guarantee in the event of a loss or late return. Card details must be valid at least up until the agreed hire finish date. Lightfantastic reserves the right to charge the hirer the full replacement cost relating to any loss of equipment. The hirer will have seven days to return any lost equipment before any charge is taken. If the equipment is returned within the seven days, a charge will be taken for the subsequent hire. By accepting this agreement the hirer accepts that such a charge will be taken in these circumstances and agrees to ensure that sufficient funds are available on the submitted card.

## **General Terms and Provisions:**

16. Contract of Hire: The placing of an order for equipment by the Hirer or the issuing of a sales invoice by Lightfantastic constitutes a contract which binds the Hirer to accept these conditions.

17. Termination: Lightfantastic may terminate the hire contract under these terms and conditions:

Hirer:

17.1. 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)

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

17.3. Does or causes to be done any thing, which in the opinion of Lightfantastic may jeopardise Lightfantastic's rights in the Equipment.

17.4. 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.

17.5. 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.

17.6. 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.

18. Force Majeure: Lightfantastic is not liable for any failure to supply a product or service where that failure is caused by an event that could not reasonably have been foreseen, forestalled or prevented. This may include (but is not limited to) acts of war, terrorism, natural disasters and acts of God.

19. English Jurisdiction: All agreements, contracts and transactions entered into with Lightfantastic will be bound and governed by English Law. This document supersedes all previous terms and conditions of hire.