

# **Terms and Conditions**

## 1. Hire Fees of Over £300

#### 1.1 Charges

1.1.1 Hire charges are determined after the customer receives and agrees to a quotation for the services required.

1.1.2 A deposit of 10% of the full quote is required to secure the booking. Once this payment has been made, the customer secures the equipment and/or crew as discussed for the desired date.

1.1.3 The remainder of the hire charge must be made on or before the last day of hire.

1.1.4 Late fees may apply if payment has not been received before the hire period ends.

## **1.2 Cancellation**

1.2.1 Upon the customer's cancellation of an agreed hiring:

- i: where we receive less than 7 days' notice, the customer is liable to pay 100% of any agreed fee.
- ii: where we receive less than 30 days' notice, the customer is liable to pay 50% of any agreed fee.
- iii: where we receive more than 30 day's notice, the customer is not liable to pay the remainder of the fee, however the booking fee will not be refunded.

1.2.2 In the unprecedented event that we are unable fulfill our engagement and have to cancel the booking, either 100% of any fees paid (booking fee included) will be refunded or PA Communications Ltd will arrange alternative hire, subject to a maximum of the fee agreed with the customer in the original booking.

## 2. Hires Fees of Under £300

## 2.1 Charges

2.1.1 Hire charges are determined after the customer receives and agrees to a quotation for the services required.

2.1.2 Payment in full must be made at the time of the booking. These charges are refundable based on the conditions listed in Section 2.2.

## 2.2 Cancellation

2.2.1 Upon the customer's cancellation of an agreed hiring:

i: where we receive more than than 30 days' notice, the customer will be refunded 90% of the price paid.

ii: where we receive between 7 and 30 days' notice, the customer will be refunded 50% of the price paid.

iii: where we receive less than 7 days' notice, the customer will not be refunded.

2.2.2 In the unprecedented event that we are unable to fulfill our engagement and have to cancel the booking, the complete fee will be refunded or PA Communications Ltd will arrange alternative hire subject to a maximum of the fee agreed with the customer in the original booking.

## 3. Hire Periods

3.1.1 The hire period begins at 9.30am on the date specified in the booking. All equipment hired must be returned at or before 5.00pm on the date agreed unless otherwise arranged.

3.1.2 Failure to return the equipment at or before the specified time may result in an extra charge; the greater of either the daily hire rate for each item, or the sum of the consequential loss attributable to its late return.

3.1.3 Supervised hire periods are not limited to 9.30am – 5.00pm, this will be arranged at the time of booking.



## 4. Extreme Circumstances

4.1.1 We will not be liable for the failure to provide any equipment or services where that failure is wholly caused by an event beyond our control that we could not reasonably anticipate. These circumstances include but are not limited to acts of war, terrorism, natural disasters or extreme weather conditions.

4.1.2 Equally, the customer will not be liable for the cancellation of the hire under any of these circumstances.

## 5. Ownership

5.1.1 All hired stock remains property of PA Communications Ltd. The customer may not sell, sub-hire, modify or dispose of hired equipment.

## 6. Condition of Equipment

#### 6.1 Outgoing

6.1.1 We ensure that all of our equipment is properly maintained and PAT tested. No faulty equipment will be hired out at any point.

#### 6.2 In Use

6.2.1 Once the customer has received dry-hired equipment, it is their responsibility to ensure that the equipment is suitable for the application and that it is used safely and legally. Equipment may only be used within manufacturer guidelines. Set up guides can be provided upon request if the customer is unsure of how to rig the hired equipment.

6.2.2 It is the customer's responsibility to ensure that any third party equipment used in combination with ours is functionally and electronically safe.

6.2.3 Any misuse of equipment entitles PA Communications to immediately recover the equipment without notice, and the customer will be liable to pay the full agreed price as well as any repair charges.

6.2.4 For supervised hire jobs, it is PA Communications' responsibility to ensure the equipment is suitable for the application and is used safely and legally.

## 6.3 Returning

6.3.1 All equipment hired must be returned in a clean and serviceable state.

6.3.2 All spares, tools, cables and other additional equipment supplied with the hire must be returned or the customer will be charged in full for their replacement.

6.3.3 The condition of all equipment used on a supervised hire job will be the responsibility of PA Communications Ltd.

## 7. Lost or Damaged Equipment

## 7.1 Lost or Stolen Equipment

7.1.1 If any equipment has been lost or stolen, the customer will be liable for the cost of the replacement of the equipment as well as any consequential loss accrued in the time taken to provide a replacement.

## 7.2 Damaged Equipment

7.2.1 If the equipment has been damaged, the customer will be liable for the cost of the repair or replacement of the equipment, as well as any consequential loss accrued in the time taken to complete the repair or provide a replacement.

7.2.2 If the equipment has been damaged due to crowd or environment during a supervised hire event, the customer will be liable for the cost of the repair or replacement of the equipment, as well as any consequential loss accrued in the time taken to complete the repair or provide a replacement.



## 8. Faulty Equipment

8.1.1 A fault in any of the hired equipment must be reported to us immediately.

8.1.2 The customer must not attempt a repair of the equipment themselves without prior authorisation from a member of PA Communication Ltd staff.

8.1.3 Where equipment breakdown or damage is caused by fair wear and tear or a fault in the equipment, a replacement will be provided to the customer as soon as possible. If this is not possible or the customer states otherwise, a full allowance for the hire of the specific piece of equipment will be made to the customer.

8.1.4 Any claims are to be considered from the date and time of the customer's notification.

8.1.5 Any faults that arise with the equipment during supervised hire will be dealt with immediately by PA Communications Ltd staff.

## 9. Injury to Persons or Damage to Property

9.1.1 PA Communications Ltd is not liable for any loss other than that which arises from personal injury or damage to property as a direct result of a defect in the equipment, where the defect is caused by the negligence of PA Communications Ltd.

## 10. Termination of Hire

10.1.1 PA Communications Ltd is entitled to terminate the hire with immediate effect and to repossess the equipment if the customer is in breach of these terms.

## 11. Power to Enter this Contract

11.1.1 The signatory to the contract warrants that they are duly authorised on the customer's behalf to enter the contract.

11.1.2 By signing this contract the customer agrees to these terms and conditions.

Name:\_\_\_\_\_

Signed:\_\_\_\_\_

Date:\_\_\_\_\_