

## **ACE AUDIO VISUAL LIMITED – TERMS AND CONDITIONS OF HIRE**

1. For the purpose of these conditions, “The Company” shall be deemed to refer to “Ace Audio Visual Limited”, and “The Customer” to any company, partnership or individual, who shall enter into any hire agreement with Ace Audio Visual which, under the terms of English Law, might be defined as a contract.
2. All equipment hired remains the property of the Company.
3. Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.
4. Hire commences upon delivery to the Customer and ceases upon return to the Company.
5. Equipment hired will be entirely at the Customer’s own risk during the period of hire. The Customer will be responsible for any loss or damage thereto howsoever arising. The Customer undertakes responsibility for insuring equipment against “all risks” to full replacement value. Any loss or damage to the equipment is to be reimbursed to the Company by the Customer to the full replacement value thereof. If the Customer takes the 12.5% insurance cover, they are responsible for the first £250 of any single item lost, stolen or damaged.
6. Customers deemed as being non-account customers, that is customers who are required to pay the full invoice charge prior to any hire, are required to leave debit or credit card details with the Company, to be valid at least up until the agreed hire finish date. The Company reserve the right to charge the full replacement or repair cost using the given card details to any loss or damage of hired or loaned equipment. The customer will be notified in writing as to the current replacement cost relating to the loss of equipment. The Customer 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.
7. The Customer will be responsible for ensuring that any related regulations, rules, or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and the Company in no way assumes liability for the consequences of any non-compliance with any such regulations, rules or statutory provisions.
8. Equipment will be supplied to the Customer in normal working order. The Company’s liability for any defect, or failure of the equipment hired is limited to the rectification of any defect or failure arising from normal usage.
9. The Customer undertakes to ensure that the Company’s equipment shall not be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.
10. The Company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer or by any other person, whether or not authorized by the Customer, during the period of Hire.
11. Equipment hired must not be altered by the Customer or modified in any way. In particular, cables must not be cut, and the Customer must not rewire plugs and sockets. Any equipment found to have been modified or in any way altered, and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return.
12. Any damage to, failure of, or defect in any hired equipment must be notified to the Company within 24 hours of its occurrence. In the absence of such notification the Customer will be charged with the cost of repair or replacement.
13. The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire, and of any changes in such location. No equipment hired from the Company may be taken outside the Mainland of Great Britain, either to any off-shore island or to any foreign country without the written consent of the Company.
14. If agreed hire charges are not paid on the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the Customer as a consequence of such repossession.