

AUDIO VISUAL EQUIPMENT RENTAL TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the rental of all equipment (“the Equipment”) from J Merrigan Production Services Limited (“the Company”) to their Customers (“the Hirer”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Hirer”	means the Hirer who is renting the Equipment and/ or services subject to these Terms and Conditions;
“Deposit”	means the sum payable by the Hirer under Clause 3 of these Terms and Conditions and as set out in the Rental Agreement;
“Price List”	means the Company’s price list, current at the time of the start of the Rental Term;
“Rental”	means the rental of the Equipment by the Hirer subject to these Terms and Conditions;
“Rental Agreement”	means the agreement entered into by the Hirer and the Company when a quotation has been accepted, incorporating these Terms and Conditions which shall govern the Rental of the Equipment;
“Rental Fees”	means the sum payable by the Hirer for the Rental as determined under Clause 4 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Rental Term**

- 2.1 The agreed Rental Term will be set out in the Rental Agreement. For the avoidance of any doubt the Hirer shall be liable for payment of hire charges as from the time for which the Equipment is ordered (which shall be the commencement of the Rental Term) until either (i) the time of its return to the Company or (ii) if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or repair.
- 2.2 If the Hirer wishes to extend the Rental Term they may do so at any time prior to the end of the Rental Term. The Hirer must contact the Company to arrange such an extension. Extensions may be made subject always to the existence of prior reservations made by other Hirers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Hirer beyond the end of the pre-existing Rental Term.
- 2.3 The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Hirer will be reimbursed for the remaining period of the Rental Term or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Hirer shall be deemed to have authorised the Company to enter the Premises and use any means necessary to recover the Equipment. The Hirer shall be charged for any costs associated with such recovery.

3. **Deposit**

- 3.1 If requested by the Company the Hirer shall be required to pay a refundable Deposit to the Company at the commencement of the Rental Term, prior to delivery of the Equipment. The sum of the Deposit shall be set out in the Rental Agreement.
- 3.2 At the end of the Rental Term the Company shall have a period of 4 weeks

within which to fully inspect the Equipment. If the Equipment requires cleaning and / or maintenance which is the result of normal wear and tear the Hirer will receive the Deposit back in full at the end of the inspection period. In the event that additional cleaning and / or maintenance is required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Hirer in writing, including all relevant calculations and pricing information.

4. Fees, Payment and Cancellation

- 4.1 The Rental Fees will be determined by reference to the length of the Rental Term, the type of Equipment and quantity of Equipment, as set out in the Rental Agreement. Any additional Equipment which may be requested by the Client verbally or otherwise will be added to the Rental Agreement.
- 4.2 A 24 hour period or part of constitutes a one day's hire.
- 4.3 The quoted figures for labour are estimates only, based on past experience of the Equipment and/or venue. Should an installation take longer than anticipated, through no fault of the Company or its staff, the Company reserves the right to make additional charges at the labour rate prevailing at the time. Additional expenses such as car parking etc, will be passed on at cost.
- 4.4 Weekends and Public Holidays will be charged at a premium rate.
- 4.5 The Hirer shall pay Value Added Tax at the rate current in addition to all charges due to be paid under the terms of the Rental Agreement.
- 4.6 Any discount given is subject to full payment within agreed terms.
- 4.7 First time Hirer's will be required to pay in full at least 3 working days prior to the event. Where this is not possible immediate payment may be accepted where the Company sees fit. Payment may be made by cheque, cash, BACS/ Bank Transfer or Paypal. All cheques must be made payable to "J Merrigan Production Services Limited" and cleared within the specified time scales.
- 4.8 Rental Fees from existing Hirer's will be invoiced on a monthly basis. All payments shall be required in full within 30 calendar days of the date of the relevant invoice.
- 4.9 If any hire charge due to the Company shall not be paid by the Hirer on the agreed date the Hirer shall be liable to pay interest charged at the rate of 5% above the base rate of the Bank from time to time during the period in which interest is payable from the due date until the actual date of payment.
- 4.10 Cancellation shall only be possible with good cause. Compensation shall also need to be paid in respect of any third party expenses. Should the hire be cancelled on grounds for which the Company is not answerable, the agreed hire (plus value added tax) shall be payable as follows: 7 days or more before the lease period: Not less than 50% of total hire charge, plus other applicable charges. Cancellation at any later date: 100% of total hire charge, plus other applicable charges. Equipment cancellation after delivery/ Hirer collection will be charged at 100% plus delivery.

5. **Delivery, Installation and Collection**

- 5.1 Signing a delivery note, Accepting the Equipment and or services, confirmation verbally, by email or letter by the Hirer will all be valid means of confirmation to the Company that the Hire is to go ahead and that the Hirer agrees with the Terms and Conditions set out here.
- 5.2 Following the receipt by the Company of any required Deposit and any required Rental Fees the Company it is the responsibility of the Hirer to collect the Equipment from the Company premises unless the Company agrees to deliver the Equipment to the Customer to an address as agreed between the parties and set out in the Rental Agreement. The Company shall use its best and reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.
- 5.3 The Hirer or a suitable authorised representative must be available at the agreed location set out in the Rental Agreement at the time of delivery/ and or collection in order to sign for the Equipment. In the event that the Hirer fails to comply with the provisions of this sub-Clause 5.2 it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefor and shall not have the right to subsequently dispute the facts of the delivery.
- 5.4 Acceptance of delivery and/or collection in accordance with sub-Clause 5.2 shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended, except if there are any latent defects not reasonably apparent on inspection. If required by the Company, person present at delivery and/or collection shall sign a delivery note confirming such acceptance on behalf of the Hirer.
- 5.5 In the event that the Company is unable to deliver the Equipment due to the Hirer's absence from the agreed location (along with that of any authorised representatives) additional delivery charges will be incurred for any necessary re-delivery. Any such additional charges shall be borne by the Hirer.
- 5.6 Certain items of Equipment may require specialist installation. Unless specifically authorised to do so by the Company in writing the Hirer may not undertake such installation. Installation of the Equipment shall be the responsibility of the Company. All costs of installation and subsequent removal shall be incorporated into the Rental Fees.
- 5.7 The Hirer will ensure that the location where any services are to be performed is, where necessary, cleared and prepared prior to the arrival of the Company. Relevant facilities, loading space and access to power supplies will be provided without risk to any individual's health or to the Equipment.
- 5.8 At the end of the Rental Term, on the agreed collection date the Hirer shall ensure that all of the Equipment is available for collection by the Company, or return the equipment to the Company premises as stated in the Rental Agreement.
- 5.9 At the end of the Rental Term, prior to collection in accordance with sub-Clause 5.8, the Hirer must remove all Hirer Data from the Equipment. The Company accepts no responsibility for any Hirer Data which remains on the Equipment following the end of the Rental Term.
- 5.10 In the event that any Equipment is unavailable for collection on the agreed date the Hirer shall be required to pay the relevant Rental Fees for the missing

items up to and including the day that they are returned to the Company (at the Hirer's expense). If those items are not available for collection due to loss or destruction the Hirer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.

6. Use and Care of the Equipment

- 6.1 The Hirer may only use the Equipment for the normal purpose for which it is intended.
- 6.2 The Hirer may not interfere with the Equipment or their working mechanisms or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular water and spray) and will keep the Equipment protected in all respects and notify the Company immediately after any breakdown, loss and/or damage to the Hire Goods.
- 6.3 Unless caused by the wilful default or wilful misconduct of the Technicians any loss of or damage to the Equipment including loss or damage caused by non-familiarisation or misuse of the same is the sole responsibility of the Hirer who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment.
- 6.4 In the event the Equipment becoming damaged it will be the responsibility of the Hirer to immediately stop using the Equipment to avoid further damage to the Equipment and/or persons.
- 6.5 The Hirer will be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any business, legislation, best practice and/or operating instructions unless the Company agrees otherwise.
- 6.6 The Hirer will not lend or underlet the Equipment without the consent of the Company.
- 6.7 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided and only be carried out by competent individuals.
- 6.8 Certain items of Equipment may require specialist training prior to use. The Hirer must ensure that such training is provided to all employees (and any other relevant individuals for whom it may be responsible) that will use the Equipment during the Rental Term.
- 6.9 The Hirer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 6.10 The Hirer may not affix the Equipment to anything unless using fixings approved [and supplied] by the Company.
- 6.11 The Hirer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 6.12 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as

authorised by the Company.

- 6.13 The Hirer may not remove the Equipment from the agreed location as set out in the Rental Agreement and must keep the Equipment in a suitable environment and at all times in its possession and control without the prior written consent of the Company. The Hirer must take care to protect the Equipment from theft, damage and all other risks.
- 6.14 All parts that cannot be described as consumables which may require replacement during the Rental Term shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Hirer being charged for the cost of replacement parts and associated labour.

7. Insurance

- 7.1 The Hirer shall be responsible for all equipment hired. It is the responsibility of the Hirer to fully and comprehensively insure the Equipment to its replacement value against loss, damage and theft from the time the equipment leaves the Company's premises until it is returned.
- 7.2 The Hirer shall supply proof of such insurance to the Company on demand.
- 7.3 The Company shall not provide any form of data loss insurance. If the Hirer opts to obtain such insurance it shall remain their sole responsibility to do so.

8. Liability

Your attention should be particularly drawn to this clause

- 8.1 The Company and the Company's sub-contractors and/or agents performing the services as set out in the Rental Agreement shall be under the direction and control of the Hirer. The Company shall not in any circumstances be liable to the Hirer or any third party for any claims in respect of loss of profits, special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the Equipment by the Hirer.
- 8.2 The liability of the Company with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at the Company's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.
- 8.3 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.
- 8.4 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.
- 8.5 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.
- 8.6 During managed events, where a technician(s) is supplied by the Company:

- 8.6.1 the Company shall not be held accountable for the condition or operation of equipment not owned or installed by the Company.
- 8.6.2 the Company shall not assume responsibility for required actions requested by the Hirer to the Company where their instructions are not presented clearly, accurately and in reasonable time for preparation. Resources will need to be made available to complete such actions by the Hirer unless agreed otherwise by the Company.

9. **Data Protection**

The Company will not share the Hirer's personal data with any third parties for any reasons without the prior consent of the Hirer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

10. **Termination**

- 10.1 Where the Hirer is an individual, the Company shall be entitled to terminate the Rental Agreement in the event that:
 - 10.1.1 the Hirer is in breach of these Terms and Conditions;
 - 10.1.2 the Hirer has had their personal belongings confiscated in order to satisfy debts; or
 - 10.1.3 the Hirer has a receiving order made against them.
- 10.2 Where the Hirer is a company, the Company shall be entitled to terminate the Rental Agreement in the event that:
 - 10.2.1 the Hirer is in breach of these Terms and Conditions;
 - 10.2.2 the Hirer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 10.3 In the event of termination for any of the above reasons:
 - 10.3.1 all payments required under the Rental Agreement shall become due and immediately payable; and
 - 10.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Hirer for any reasonable costs involved in such repossession.

11. **No Waiver**

No failure by either the Company or the Hirer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

12. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

13. **Law and Jurisdiction**

13.1 These Terms and Conditions shall be governed by the laws of England and Wales.

13.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

14. **Force Majeure**

The Company accepts no responsibility or liability for non fulfilment due to war, civil commotion, riot, adverse weather conditions, force majeure, fire, breakages, Government Controls, Priority regulations, scarcity of materials, labour and transportation difficulties, or any other conditions beyond the control of the Company.

15. **Copyright**

15.1.1 The Company notifies the Hirer that playing or showing copyright material in circumstances where the Hirer or anyone authorised by them do not hold the appropriate Licence of the copyright holder they will infringe copyright and may become liable in damages for so doing.

15.1.2 The Hirer by accepting delivery of sound or visual reproduction equipment warrants that they have or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose.

15.2 We reserve the right to record and monitor telephone conversations for staff training and other purposes.