

G P F PRODUCTIONS

HIRE & EVENTS



Terms and Conditions of Hire

SOUND

LIGHTING

SPECIAL FX

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TERMS AND CONDITIONS OF HIRE

1 Definitions and General

The Owner means GPF Productions and includes its successors or assigns. The Hirer means the company, firm, person or public authority taking the Owner's Equipment on hire and includes their successors or personal representatives. 'Equipment' means all classes of AV equipment and machinery which the Owner agrees to hire to the Hirer. These terms and conditions shall apply to the hire of all Equipment by the Owner to the Hirer and shall not be overridden by any terms and conditions of the Hirer. No variation of these terms and conditions will be effective unless agreed in writing by a Director or the Owner.

All terms other than those expressly set out in these terms and conditions are hereby excluded.

Acceptance of the Equipment on-site by the Hirer or its delivery on-site in accordance with the Hirer's instructions signifies acceptance of these terms and conditions unless otherwise agreed in writing. Where the Hirer deals with the Owner as a consumer these terms and conditions do not and will not affect their statutory rights.

These terms and conditions shall be governed by and construed according to the laws of England.

2 Pricing

The hire rates apply as per the latest dated quotation issued. Hire rates are charged per day of use unless otherwise agreed. Equipment/goods will be delivered/collected on the day agreed on the rental agreement and will be collected/returned on the day and time specified on the rental agreement.

3 Damage

All damages or breakages, which occur during the hire period, are the responsibility of the hirer irrespective of cause and must be advised at the end of the hire period. All repairs or replacements will be charged for, as will any shortages. Additionally, the hirer may be responsible for paying a charge equating to the Owner's financial loss until such repairs or replacements are completed. The Owner requires that you take insurance for the value of the equipment and can provide equipment value on request. (Full equipment value can be found at the bottom of the Supplied Rental Agreement).

4 Transport

Delivery and Collection by GPF Productions when provided is in addition to the equipment hire charge and will be charged at a standard rate unless otherwise agreed at the time of booking. It is the hirer's responsibility to make sure adequate parking is available and/or provide relevant parking permits to ensure the owner is able to deliver.

5 Payment Terms

All charges are payable on demand except that payment terms for authorised credit customers are 30 days' net from the date of invoice. The owner shall be entitled to charge interest at the rate of 4% over the Bank of England Base Lending Rates per week from the due date to the date of settlement. Should the Hirer fail to settle any invoice by the due date other than for a valid reason, then all other invoices become payable immediately by the Hirer.

6 Cancellations

In the event of the cancellation of an order/hire by the customer/hirer regardless of reason, GPF Productions reserves the right to make a cancellation charge as follows:-

Notice of given cancellation – % of total charge:

30 days or more – 25% including any admin or sub-hire costs

Between 30 and 7 days – 50%

Less than 7 days – 100%

7 Failed Collection/Delivery

Where a delivery or collection cannot be completed because of a lack of access to the venue, the customer shall still be liable for all agreed charges and for any additional cost incurred completing the delivery and collection. Where equipment is not returned or available for collection on the pre arranged day, hire charges will continue to accrue until equipment is returned at the prescribed daily rate and additional collection charges will apply.

8 Third Party Claims

The Hirer agrees to indemnify the Owner against any third-party claim for injury or damages however caused, as a result of misuse, abuse, unsafe or inappropriate sitting of any hired equipment, whether the Owner is present or not.

9 Responsibility/s

The person signing warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. The owner shall be entitled to treat the Hirer as contractually bound by these terms and conditions unless the Hirer can demonstrate there were no reasonable grounds for the Owner to believe that such a person had the authority of the Hirer. It is the hirers full responsibility to check they are authorized and have permission within the regulations and restrictions at the hire location/venue to use any hired equipment. (i.e Fog/haze/confetti/snow/foam etc)

10 Restrictions of Use

The Hirer shall not:

11.1 permit the Equipment to be used by any person who is not authorized to use such Equipment;

11.2 operate or use the Equipment or permit it to be operated or used in violation of law;

11.3 operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or

11.4 operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

11 Substitute

The Owner reserves the right to substitute an item of equipment of equal or greater hire value than the item originally quoted for, should this not be available.

12 Losses

Whilst every effort is made to supply equipment in full working order, the Owner shall not be liable for any loss to the hirer, including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of late delivery, non-delivery, unsuitability or any breakdown.