

Terms and Conditions of Hire

Guildhall Event Services is also known as GES

1. Explanation of terms

1.1 `Contract' means a contract for the hire of equipment concluded by the acceptance by GES of an order pursuant to condition 2.

1.2 `Equipment' means the equipment described or any individual item thereof.

1.3 `Hire Charge' means the amount payable by the Hirer to GES for the hire of the equipment for the agreed hire period.

1.4 `Hire Period' means a period starting on the date the equipment is despatched or collected by the hirer and ending on the date which the equipment is returned to GES.

1.5 `Hirer' means the name of the person or company hiring the equipment from GES.

2. Orders

GES shall only accept an order for the hire of equipment provided that it is in writing, and signed by the Hirer or authorised signatory of the Hirer. The written confirmation of the order, signed by GES authorised signatory constitute a contract, subject to these Terms and Conditions. Any Terms and Conditions in the Hirers order or other documentation, whatsoever, which are inconsistent with these Terms and Conditions will have no effect.

3. Hire of equipment

3.1 GES hereby hires to the Hirer the equipment for the Period of the hire for the Hire Charge.

3.2 GES reserves the right to supply equipment of similar or better specifications to the equipment ordered.

3.3 All descriptions, specification, weights dimensions, and drawings supplied by GES are only intended as a general indication of the goods to which they refer. They form no part of the contract.

3.4 GES reserve the right to change specifications without notice.

3.5 The hirer shall be responsible for determination of the suitability of the equipment for the proposed purpose or use and location conditions.

3.6 The hirer shall ensure that the equipment is installed in a suitable and safe manner and follow any direction of safety manuals given by Portsmouth scene.

3.7 The hirer shall ensure that the operator & end user (entertainment etc) of the equipment is competent to do so, and has a working knowledge of that type of equipment. Any damages resulting in use from operator or end user will be charged as per **Section 8**.

3.8 The hirer shall ensure that each item of equipment is compatible with other items hired, or is compatible with other items of equipment from other sources.

3.9 The equipment shall not be removed from any site originally specified by the customer without prior written permission from GES.

4. Hire Charge

4.1 Hire Charges commence from the date stated in the contract and are payable for the hire period.

4.2 Equipment must be returned by 12 noon on the day of return. Any equipment not returned for whatsoever reason; loss, theft etc. shall remain on hire at the full daily rate until a resolution has been reached.

4.3 All cables must be returned neatly coiled and taped, as supplied. Failure to do so will result in a charge of £2.50 per lead for recoiling.

4.4 GES may provide spare lamps where appropriate. These lamps must be returned on completion of the hire. If lamps are used as replacement, the old dud lamps must be retained as proof. Any lamps not returned as described must be paid for.

4.5 The Hirer shall pay any delivery and packing charge where appropriate.

4.6 All sums due from the Hirer to GES are not subject to V.A.T.

4.7 Where credit facilities have been setup, the Hirer shall pay GES invoices within 30 days of the invoice date.

4.8 GES reserve the right to charge the Hirer interest at the rate of 4% above the mean base rate on all invoices which are not paid in accordance with 4.7. Interest will also be payable as well after as before any judgment obtained in respect thereof.

4.9 Where no credit facilities are setup or granted the hirer must pay all charges by credit card with the order. Any further charges occurring during or after the hire period will be charged to the same credit card account as they occur, and without prior notice.

5. Delivery

5.1 Any times and dates of delivery of equipment are approximate only. GES shall not be liable for any delay howsoever caused.

6. Electrical Equipment

6.1 Any equipment must be used as supplied with the plugs and sockets fitted. If other plugs and sockets are required, they must be specified at the time of ordering.

6.2 If any items are returned with plugs or sockets removed or missing, GES with charge for their replacement and or refitting in full.

7. Equipment failure

7.1 The hirer shall ensure that the equipment remains clean and serviceable during the hire period.

7.2 Any breakdown or unsatisfactory working of equipment shall be reported to GES immediately.

7.3 The customer shall under no circumstances attempt to repair the equipment.

7.4 Any damage, damaged or unsatisfactory equipment must be returned to GES at the Hirers cost.

7.5 If the equipment is involved in an accident resulting in damage to either equipment or property or injury to any person, the hirer shall inform GES immediately.

7.6 Any item of equipment returned unsatisfactory, as a result of either 7.2, 7.3, 7.4, 7.5, the hirer shall be liable for the repair or replacement of the equipment. GES shall determine the cost and suitability of a repair. Any item determined unsuitable or impractical for repair must be paid for in full at the replacement value. GES will determine the replacement cost.

7.7 Any equipment returned damaged, missing, or unsuitable for rehire shall remain on hire at the full daily rate until the situation is rectified.

8. Loss, Damage, Insurance

8.1 The hirer shall be responsible for the insurance of the equipment from the time it leaves GES, or is delivered to the hirer, until it is returned to GES.

8.2 Where the Hirer declares that the equipment has been lost or stolen, the hirer shall pay GES on demand the full replacement value of the equipment without deduction for usage wear and tear or age.

8.3 Where the equipment is returned damaged, dirty, or in an unfit state, The Hirer shall pay GES on demand the cost of repair or cleaning, or rectification. GES shall decide upon the cost. Where GES decide that a repair or cleaning is not suitable, the Hirer shall pay GES on demand the full cost of replacement without deduction for usage wear and tear or age. All equipment shall remain on hire at the full daily rate until replacement, repair or resolution has been made.

8.4 GES will inform the Hirer on request, of the replacement value of the equipment for insurance purposes.

9. Termination

9.1 GES shall be entitled to terminate any hire where;

(a) The hirer is in breach of these terms; or

(b) The hirers solvency is considered to be in doubt by GES.

Any termination shall not affect GES right to payment in any way.

9.2 The hirer hereby authorises GES to enter any property upon which GES reasonably believe any equipment to be and GES may recover and remove the equipment.

To Accept these Terms & Conditions, please sign date and print below and return to GES.

Signed _____

Date _____

Print _____