

# SHOW HIRE

## TERMS & CONDITIONS February 2024

### 1. GENERAL

The acceptance of our quotation shall be deemed to include the acceptance of the following Terms & Conditions.

### 2. VALIDITY & AVAILABILITY

Unless the quotation is withdrawn, the quoted price is valid for 30 days only. All the equipment is available at the time of quotation and is only booked upon receipt of written confirmation of booking and payment in full unless otherwise specified. All equipment is offered subject to availability; Show Hire reserves the right to substitute alternative but equivalent items where necessary.

### 3. CONTINUATION OF HIRE

All equipment is to be returned/collected on or before the collection date specified in the contract; if any equipment is not returned then additional hire charges will accrue until it is returned to our address in good order. A charge will be made for the repair or replacement of any broken or lost equipment and for the cleaning of any item not returned in the state in which it was delivered.

### 4. CANCELLATION

A charge of 25% of the contract price is charged if the contract is cancelled after acceptance, except where:

- less than 30 days' notice is given from delivery date whereupon 35% of the contract price is charged, or
- less than 14 days' notice is given from delivery date whereupon 50% of the contract price including radios will be charged, or
- less than 7 days' notice is given from delivery date whereupon 75% of the contract price including radios will be charged, or
- notice is given on or after delivery date or no notice is given whereupon the full contract price on all allocated equipment including radios will be charged.

### 5. FORCE MAJEURE

Show Hire will use its best reasonable endeavours to fulfil its obligations under this agreement but excludes liability for consequential losses arising from non-fulfilment where this is caused by events beyond its control, including but not limited to loss of profits, business revenue, goodwill or anticipated savings.

### 6. INSURANCE

The hirer shall indemnify Show Hire against all damage to or loss of the equipment once the equipment has been delivered to the hirer and then until the equipment is collected or once the hirer has collected the equipment and then until it is returned.

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## 7. PAYMENT

Payment is strictly bank transfer in advance unless prior arrangements have been made. Cheques may be accepted if cleared funds are received prior to collection. Any order below the value of £500 will be required to be paid for in full in advance. Subject to the discretion of Show Hire, a deposit may be required upon collection of equipment against loss/damage, and this will be fully refundable upon the return in good order of the equipment. Proof of identity may be required.

## 8. INTEREST

Interest is charged on unpaid accounts from 28 days after date of invoice at a rate of 7% above the Bank of Scotland quoted current base rate.

## 9. ACCEPTANCE

The acceptance of our quotation must be accompanied by sufficient information to enable us to proceed with the order. Failing this, we are at liberty to amend the tender price to compensate for any increase in cost resulting from such failure on the part of the hirer.

## 10. EXTRA COST

In the event of suspension of work by your instructions or the failure to supply adequate instructions at any stage, the contract price shall be altered to cover any additional expenditures incurred by Show Hire in consequence thereof.

## 11. COPYRIGHT

The hirer is responsible for obtaining the appropriate licences for the playing of any recordings on Show Hire equipment.

## 12. NOISE ABATEMENT

The hirer is responsible for understanding and complying with any regulations concerning the use of loudspeakers in a public place.

## 13. FAULTS

Should any equipment hired develop a fault or not function as required, it is necessary to contact our office immediately upon discovery so arrangements can be made for replacement or service. If we are not contacted at the time of discovery we will be unable to offer a refund.

## 14. RADIOS

The hire of Show Hire radios is subject to the following conditions of use. Failure to observe the conditions can result in the seizure of the hired equipment for which the hirer is liable:

- The use of private mobile radio systems is licensed for business use only and conversations must be kept strictly to business.
- The hirer shall ensure that the equipment is operated by authorised persons only and the users are aware of these conditions. Unauthorised persons, where possible, should be prevented from obtaining access to the equipment.
- All equipment must only be operated on the frequencies detailed at the time of hire.
- The transmission of music or radio programmes, gambling or the use of obscene or offensive language are all expressly forbidden.

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- Prior to transmission, the user shall listen in to ensure that the channel is not already in use. Never interrupt another user on the channel except in case of emergency which, for this purpose, is construed as a matter of life and death.
- All licences and services are authorised on the condition of non-interference to other users and the Department of Trade and Industry reserves the right to terminate any licence or service that causes undue interference.
- The user shall permit any person authorised by Ofcom to have access to the equipment at any time for the purpose of its inspection and testing. Use of the equipment shall be suspended forthwith at any time on the demand of a person acting under the authority of Ofcom, or restricted forthwith in the manner specified by such person.
- The placing of labels on radios is strictly forbidden; any cleaning needed will be charged for. Suitable labels are available on request.

## 15. TRAILERS

Under no circumstances are labels/signs to be stuck to the interior or exterior of the trailers. Any damage to the trailers will be charged for. Once a trailer has been installed it may only be moved by prior written agreement of Show Hire.

## 16. FUEL POLICY

Generators are supplied without fuel unless requested, at an additional charge.

## 17. DRY HIRE

Dry hire is the hire of equipment only, where installation and operation are completed by the hirer. In such cases equipment is supplied on the understanding that it be competently installed and operated by the hirer. Show Hire accepts no liability for any damage to persons or property whilst the equipment is on hire to the hirer. The hirer is responsible for obtaining any licence, qualification or other authority which may be required for the safe and legal operation of the equipment and agrees to abide by all legal guidelines relating to the installation and operation of the equipment.

Show Hire reserves the right to refuse to hire equipment on a dry hire basis.