

Terms & Conditions of Hire

1. **CONTRACT.** Chichester pa hire, herein referred to as 'the company', will submit a written quotation referencing the terms and conditions below which the hirer shall accept in writing forming a contract. In the absence of any written quotation or written acceptance, the verbal acceptance of goods received for hire or purchase will constitute a contract and acceptance of the terms and conditions contained herein.
2. **PERIOD OF HIRE.** The period of hire is understood to mean the period for which the pa/lighting equipment is to be ready and available for use.
3. **(i) CONDITIONS OF SITE.** The company's quotation for hire charges is made on the assumption that the site on which the equipment is to be erected or to which goods are to be delivered is; -
 - a) Flat level firm ground with easy access for heavy motor transport and
 - b) Has no drain pipes, cables or other services buried beneath the surface or otherwise concealedIf the site does not comply with these requirements the company may in its discretion either rescind the Contract by giving verbal or written notice to the hirer or make additional hire charges. The company shall not be liable for any loss damage or expense resulting from such rescission of the Contract.
(ii) LIABILITY FOR DAMAGE TO SITE AND SERVICES. Whether the site complies with the foregoing requirements or not the company shall not be under any liability whatsoever to make good any damage to the site nor shall the company be under any liability whatsoever in respect of damage to fixtures fittings drains pipes or cables or other services buried under or around the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such fixtures fittings drains pipes or cables or other services shall have been supplied to the company.
(iii) POSITIONING OF PA & LIGHTING EQUIPMENT. The hirer shall provide the company with a plan showing the position in which the pa & lighting equipment shall be erected or alternatively shall have a representative on the site for that purpose. If the hirer shall fail to provide a plan or have a representative on the site the company may erect the equipment where it considers appropriate given the information available and it shall be deemed to have performed the Contract. Any wasted journeys due to absent representatives will be charged for. Deliveries left at unattended premises are left at the hirer's risk.
4. **VARIATION OF HIRE CHARGES.** The company reserves the right to vary the quoted hire charges in the event of any increase taking place before or during the period of hire in the cost of labour, materials or transport.
5. **PAYMENT.** The company reserves the right to charge a non refundable deposit of £100 minimum per contract to confirm the booking; the balance will be payable 21 days prior to the event. All prices are subject to a 6% insurance charge and delivery is free within a 20 mile radius.
6. **LOSS OR DAMAGE.** The hirer is wholly responsible for all equipment on hire from the time of delivery until collection. He will be responsible for the safe custody of the company's property on the site and will make good to the company all loss or damage to the company's property or equipment hired or used on the site (other than fair wear and tear) including breakages, damage and loss due to theft or burglary, unless it be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of the company. No guarantee can be given that equipment will be removed the following day. We cannot accept any items in place of those supplied. Goods at all times remain the property of the company.
7. **INSURANCE.** The company, on behalf of the Hirer, has insured the equipment against most forms of accidental loss or damage for which the Hirer is responsible under clause 6, but the Hirer remains responsible for the first £500 of each and every loss.
8. **LIABILITY TO THIRD PARTIES.** The company will not be responsible for, and the hirer will indemnify the company against all claims for injury to persons or loss of or damage to property howsoever caused unless it is proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of the company.
9. **ATTENDANCE.** The hire charges do not include attendance by the company's staff except during the actual processes of erection and dismantling unless previously arranged in writing.(additional charges apply for attendance).
10. **PERMITS.** The hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where to the planning authority, district surveyor, police, fire service, and any similar authority or organisation. Any cost as incurred in delays or modifications in the work arising from the absence of or misrepresentation of all

such necessary permissions and permits shall be payable to the company by the hirer and shall be deemed to be part of the hire charge for the purpose of clause 5 above.

11. **FORCE MAJEURE.** While every effort will be made by the company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the company consequent upon act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the company. In the case of extreme bad weather the company reserves the right to cancel the contract if the weather would cause damage to the equipment outside or prove a health & safety risk to persons working, in which case the cost to the hirer will be the non-refundable deposit.
12. **CANCELLATION OR PREMATURE TERMINATION OF CONTRACT.** In the event of the hirer cancelling the contract after a firm order has been placed, charges will be levied as follows:
 - More than 14 days notice - 25 % total hire charge.
 - 7 to 14 days notice - 50 % total hire charge
 - Less than 7 calendar days notice – 100% total hire charge
13. **ELECTRICAL SUPPLY.** The hirer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors etc for the sound & lighting equipment hired as well as any other requirements they may have.
14. **COMPLAINTS.** Complaints as to shortage or damage of goods should be made on receipt, before use. Complaints of this nature received on return of goods cannot be entertained.