



Massive Technical Solutions Ltd

TERMS & CONDITIONS

1. Definitions

- 1.1 For the purpose of these conditions, "The Company" shall be deemed to refer to "Massive Technical Solutions Ltd" and "The Customer" to any company, partnership or individual who shall enter into any hire agreement with "Massive Technical Solutions Ltd" which under the terms of English Law might be defined as a Contract.

2. General

- 2.1 Any variation to these Terms and Conditions agreed between the Company and the Customer will only be applicable once agreed in writing by the Company.
- 2.2 In order to confirm a hire contract, the Customer must inform the Company in writing.
- 2.3 All equipment hired remains the property of the Company.
- 2.4 The Company reserves the right to inspect, service and repair the equipment at any point during the hire period at their absolute discretion.
- 2.5 No information or data contained in any of the Company's catalogues, price lists or website shall be deemed to constitute any part of a contract of hire, such information being the purpose of general description only.

3. Hire Period

- 3.1 Hire commences upon delivery to / collection by the Customer and ceases upon return to the Company. Equipment is not regarded as returned to the Company until it is checked and inspected by an authorised member of the Company's staff.
- 3.2 The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire and of any changes in such location.
- 3.3 No equipment hired from the Company may be taken outside the mainland of Great Britain, either to any off-shore island or to any foreign country without the written consent of the Company.

4. Charges and Payment

- 4.1 Hire charges are based on the period of the contract, irrespective of whether or not the equipment is in use.
- 4.2 Before issuing any equipment for hire, the Company may require a deposit from the Customer which may be any sum up to the full replacement cost of the equipment hired. Similarly the Company may, at its absolute discretion, require payment of the full hire charge in advance.
- 4.3 If agreed hire charges are not paid on the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the Customer as a consequence of such repossession. Any costs related to the repossession of equipment incurred by the Company will be passed onto the Customer.
- 4.4 The Company reserves the right to levy a statutory late payment charge and apply statutory interest (calculated daily) should the Customer fail to meet the payment terms of the issued invoice without prior agreement with the Company.
- 4.5 At the Company's absolute discretion, any invoice outstanding beyond the Customer's agreed payment terms will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% +VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Customer and will be legally enforceable.
- 4.6 In event of the Customer returning equipment later than the agreed return date, the Company shall, at its absolute discretion, charge the Customer a daily fee up to the full hire value of the outstanding equipment until it is returned.
- 4.7 In the case of equipment which is lost, stolen or damaged beyond economic repair the Customer shall pay a charge at the full daily rate together with interest and consequential loss until the equipment is replaced.
- 4.8 The Customer will reimburse all costs incurred by the Company in rectifying the condition of any equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification.
- 4.9 The Customer agrees to pay the Company the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear and tear or age).

5. Cancellation

- 5.1 If the Customer wishes to cancel the contract they must do so in writing to the Company.
- 5.2 The Customer agrees that in the event of cancellation, or part cancellation, of any required equipment hire or services the following charges will apply:
- 30 + days before commencement of hire - nil
 - 30 - 14 days before commencement of hire - 50% of the hire fee will be due to the Company.
 - 14 - 7 days before commencement of hire - 75% of the hire fee + 100% of staff fees will be due to the Company.
 - Within 7 days of commencement of hire - 100% of the hire fee + 100% of staff fees will be due to the Company.
- 5.3 Any costs already incurred by the Company relating to the cancelled contract will be charged to the Customer in addition to the above percentages. e.g. Booked accommodation, equipment purchased to fulfil the contract, pre-production time.

6. Customer's Responsibility

- 6.1 The Customer is fully responsible for the care, correct operation, safe keeping and return in good order of the equipment during the hire period.
- 6.2 It is an express condition of the hire that the Customer shall not offer for hire, loan or sale to any third party or parties any equipment which is the property of the Company, without the written consent of the Company.
- 6.3 The Customer will be responsible for ensuring that any relevant regulations or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and the Company in no way assumes liability for the consequences of any non-compliance with such regulations, rules or statutory provisions.
- 6.4 Where the Customer has erected equipment or modified a structure supplied by the Company, the Company will not be responsible for injuries to personnel or damage to property consequential to, or arising from this structure.
- 6.5 The Customer undertakes to ensure that the Company's equipment shall not be used for any purposes beyond its capacity or in any manner likely to result in undue deterioration of the equipment.
- 6.6 The Customer is responsible at all times for ensuring that the power supply to which an item of equipment is connected is suitable for that equipment and furthermore ensure that the equipment shall at all times be properly earthed.
- 6.7 Equipment hired must not be altered by the Customer or modified in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the Customer. Any equipment found to have been modified or in any way altered (including attempted repair), and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return.
- 6.8 All cables must be returned in the same clean, neatly coiled state in which they were received. Any cables which the Company deem to require recoiling or cleaning will attract a charge of £1+VAT per cable.
- 6.9 All tears, burns, cuts or rips made to drapes, stage drapes, speaker foam or any soft material will not be repaired by the Company. The Customer will reimburse the full retail cost of any items returned in any of these conditions.
- 6.10 Any damage to, failure of or defect in any hired equipment must be notified to the Company within 24 hours of its occurrence. In the absence of such notification the Customer will be charged with the cost of repair or replacement regardless of fault.
- 6.11 The signatory to the hire contract warrants that they are duly authorised on the Customer's behalf to enter into the contract and hereby personally indemnifies the Company against all losses and costs that may be incurred by the Company if this is not the case.
- 6.12 The signatory to the hire contract and the Customer jointly and severally undertake that everyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the equipment to be misused.

7. Company's Responsibility

- 7.1 Equipment will be supplied to the Customer in normal working order. The Company's liability for defect or failure of the equipment hired is limited to the rectification of any defect or failure arising from normal usage.
- 7.2 In the event of the equipment ordered not being available through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the hire period.
- 7.3 The Company is not responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer or by any other person, whether or not authorised by the Customer, during the period of hire.

8. Indemnity

- 8.1 The Customer will at all times fully indemnify the Company against any expense, liability, financial loss claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return, or non-return of the equipment.

9. Insurance

- 9.1 The Customer is responsible for any loss or damage to the equipment hired. This responsibility applies to the entire period between dispatch from, and return to, the Company.
- 9.2 The Customer shall insure the equipment against the above liability. The total replacement value of the equipment should be covered by the insurance.