



Overton Dramatic Society Hire of Equipment

Terms and Conditions

1. Definitions

1.1 "*the Equipment*" shall mean goods, components and other items hired by Overton Dramatic Society or any part thereof.

1.2 "*Contract*" means a contract for the hire of the Equipment concluded by the acceptance by Overton Dramatic Society of a purchase order given either verbally or in writing by the Customer.

1.3 The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts.

1.4 "*the Society*" means Overton Dramatic Society.

1.5 "*the Customer*" is the person, firm, corporate or public body hiring or purchasing the Equipment. Any person purporting to act on behalf of the customer shall be bound by the Contract.

1.6 "*Consequential Loss*" shall mean loss of profits, contracts or other consequential loss or damages whatsoever.

2. Hire Terms

Any terms or conditions in the Hirer's order or other documentation of whatsoever kind that are inconsistent with these conditions shall have no effect.

3. Hire of Equipment

3.1 All the Equipment hired remains the property of the Society. Overton Dramatic Society reserves the right to substitute equipment of a similar quality to the Equipment for all or part of the hire period.

3.2 Hire charges commence from the date stated in the Contract and are payable for the full period of the hire irrespective whether or not the equipment is in use.

3.3 Equipment must be returned by midday on the date specified on the Contract in a clean and serviceable condition. Alternative arrangements may be made which override 3.3.

3.4 Additional charges accrue at the full weekly hire rate with Consequential Loss in the event of the breach of these conditions or the equipment not being available for use by other customers.

3.5 All cables must be returned neatly coiled and taped or tied; any in default a charge of £5.00 per cable will be made.

3.6 The Customer shall return all faulty lamps to Overton Dramatic Society. If they are not returned their full replacement cost will be charged to the Customer.

3.7 All charges are payable on demand.

4. Delivery

4.1 The signatory to the Contract warrants that they are duly authorised on the Customer's behalf to enter into the Contract and hereby personally indemnifies the Society against all losses and costs that may be incurred by the Society if this is not the case.

4.2 Any dates and times quoted by the Society for delivery of the Equipment are approximate only and the Society shall not be liable for any delay or consequential loss caused by the delay in delivery of the equipment howsoever caused.

4.3 The Customer's responsibility for the Equipment commences on receipt of the equipment by the Customer or his agent or on delivery and ends when the Society are in possession of the Equipment.

4.4 The Customer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged or that some of the Equipment is missing, the Customer shall notify Overton Dramatic Society and the carrier immediately by phone and in writing within three days of the date of receipt.

5. Ownership

The Equipment shall at all times remain the property of Overton Dramatic Society. The Customer shall have no rights to the equipment other than as hirer and the Customer shall not do or permit or cause to be done any matter or thing whereby the rights of the Society in respect of the equipment are or may be prejudicially affected.

6. Use of the Equipment

6.1 The Customer shall ensure that the Equipment is installed and used by competent and qualified personnel in a safe and proper manner which complies with any applicable statute, regulation or order from time to time in force affecting the equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it, and further will not allow the Equipment to be misused.

6.2 The Customer will at all times fully indemnify the Society against any expense liability, financial loss claim or proceedings repossession collection return or non return of the equipment.

6.3 The Customer shall at its expense keep the Equipment in good repair, condition and working order.

6.4 The Customer shall not without the prior written consent of the Society make any modification or alteration to the Equipment.

6.5 The Customer shall not without the prior written consent of the Society take the equipment outside mainland Great Britain.

6.6 The Customer shall immediately notify the Society of any breakdown or unsatisfactory working of the Equipment.

6.7 The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from the Society.

6.8 Any damaged or unsatisfactory Equipment must be returned at the Customer's expense to the Society's premises for examination.

6.9 If the equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person the Customer shall notify the Society immediately.

6.10 Any electrical equipment should be used with plugs as fitted.

6.11 The Customer shall be responsible at all times to ensure a proper and correct supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly and correctly earthed.

6.12 The Customer shall ensure that the Equipment is compatible and may be properly and safely used with any other equipment being used by the Customer.

6.13 The Customer shall be responsible for ensuring that any Equipment is suitable for their purposes.

6.14 The Customer shall allow the Society to inspect the Equipment upon request.

7. Condition of Returned Equipment

7.1 The Customer is fully responsible for care, safe keeping, and return of good order of the Equipment.

7.2 The Customer will reimburse all costs incurred by the Society in rectifying the condition of any Equipment returned damaged or unclean howsoever caused and shall pay a charge at the full daily rate together with interest and any Consequential Loss until rectification.

8. Loss, Damage & Insurance

8.1 In the event of any loss or damage to the Equipment the Customer shall pay for the full replacement cost, or the cost of restoring it to good working order and the Customer shall pay the full hire rate and any Consequential Loss until the Equipment is repaired or replaced.

8.2 The Customer shall during the Hire Period (without prejudice to the liability of the Customer to the Society pursuant to Condition 7.1) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks). The Customer shall notify its insurers that the Equipment is on hire from Overton Dramatic Society and request the insurers to endorse a note of such interest on the policy, naming Overton Dramatic Society as loss payee. The Customer shall on demand show to Overton Dramatic Society the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.

8.3 Where any event or accident shall occur which is a risk covered by the Customers insurance hereunder, the Customer shall immediately notify Overton Dramatic Society thereof. The Customer shall hold any monies received by the same as the Society directs.

8.4 The Customer shall not compromise or settle any claim without the express consent of the Society.

9. The Customer's Indemnities

9.1 The Customer shall be solely responsible for and hold the Society fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Society as a result of any accident involving the Equipment.

9.2 The Customer shall be solely responsible for and hold the Society fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Society as a result of any breach or default on the part of the Customer in the discharge of its obligations under any Contract.

10. Limitations of Liability

10.1 Nothing in these terms & conditions shall make liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by including adverse weather conditions or arising out of late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the equipment of the equipment or any part thereof or any breakdown or stoppage of the same.

11. Termination of Hire

11.1 Overton Dramatic Society shall be entitled to terminate the Contract with immediate effect and to repossess the Equipment if at any time if:

- a) The Customer is in breach of these Terms and Conditions, or
- b) The Customer's solvency is in the reasonable view of the Society in doubt. Such termination shall not affect the right of the Society to recover from the Customer any monies due under this Contract interest consequential loss or damages for breach.

11.2 On termination of a Contract (howsoever occasioned) the Customer shall no longer be in possession of the Equipment with the Society's consent and shall unless otherwise agreed with the Society forthwith return the Equipment to the Society in good order.

11.3 The Customer hereby authorizes the Society to enter upon any property upon which the Society reasonably believe any equipment to be and the Society in their absolute discretion may recover and remove the equipment.

12. Cancellation Policy

In the event of the Customer revoking their Purchase Order for any reason whatsoever the Society reserves the right to charge in full or part for the cancelled hire as follows:

- Cancellation 15 days prior to the hire start date – No charge.
- Cancellation 14 days – 48 hours prior to the hire start date – 50% charge.
- Cancellation less than 48 hours prior to the hire start date – 100% charge.