



inc GAVSHOP & Magic Moments Video Productions.

190a St Aidans Avenue

Blackburn

BB2 4TS

01254 674444

GENERAL TERMS AND CONDITIONS FOR DRY HIRE & EVENTS

1. DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us.

We, Us Out mean the supplier of the hired equipment Gregory Audio Visual Limited

You, your means the person, firm, company, corporation or public authority or body to whom we supply Equipment on hire. Any person purporting to act on behalf of the customer shall be bound by the Contract.

Order is your request for us to supply you with Equipment for the Hire Period, in consideration of the Charges, which you make by requesting the Equipment that you require.

Charges means the financial payment for hiring the Equipment to you as are notified to you at the time you place the order, either in writing or verbally. Equipment means the hired items referred to in the Contract.

These conditions exclude and terms and conditions You may have put forward, except where we have agreed to any amendments or other conditions in writing. These conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair terms Act 1977 or any statutory modification of that Act.

The Contract will be governed by and interpreted in accordance with English Law. Nothing in these conditions excludes or restricts any liability which may not be excluded or restricted under the Unfair Contract Terms Act 1977.

2. WHEN THE CONTRACT CAME INTO BEING

The Contract comes into being when you have placed an order, either in writing or verbally, giving details of your requirements, and we have accepted your order. By placing the order you are agreeing to be bound by these Conditions.

3. MAXIMUM PERIOD OF AGREEMENT (if you are not incorporated)

If you are an individual or an unincorporated body of persons the Contract will terminate not later than three months from the beginning of the period of hire. In such circumstances you must restore the Equipment to us before close of business on the day before the end of the three month period. If you fail to do this, we will be entitled to charge you for any financial loss this causes us.

4. HIRE CHARGES

4.1 Hire charges are for the period stated in this Contract, and any additional periods of hire (subject to Condition 3 of these conditions) will be subject to our standard published daily rates.

4.2 If we have agreed in writing to give you credit, you will pay us in full within the time we specify or, if we do not specify a time, within 30 days of the date of our request for payment. If we have not agreed in writing to give you credit, you will pay us in full upon placing your order for the equipment.

4.3 You will pay the hire charges stated in the Contract. Hire charges will begin at the time stated in the Contract and will continue during the period of the hire until we have checked in the equipment and signed off the hire on the Contract. All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. If payment is not made when due, we will be entitled to charge interest on the amount that is overdue, at a rate of 8% plus the prevailing base rate of the Bank of England calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or equipment, and any consequential losses we incur.

4.4 Our standard payment terms are as follows (for non-account holders): A deposit of 50% of the total hires charge due upon the order being placed. The balance of the total hire charge is due 7 days prior to the event date.

Any additional charges incurred during the event are due within 7 days of the completion of the event. Any orders placed less than 30 days to the event date are to be paid in full prior to the event (this does not apply to account customers unless over credit limit).

4.5 Dry Hires: we may by giving you written notice at any time within the Hire Period require you to return the Equipment (or at our election allow us and our authorized agents facilities to collect the Equipment), in which case you agree to return the Equipment in good working order (fair wear and tear excepted) together with all Documentation.

4.6 On or before expiry of the Hire Period, you may require an extension of the hire Period by placing a further order. Any extension of the Hire Period, which we may in our absolute discretion agree, shall be subject to the conditions save for the amount of the Charges, which we shall notify you when you place the further Order.

5. DELIVERY, CARRIAGE, INSTALLATION AND OPERATION CHARGES

5.1 Hire charges do not include carriage. You will pay us any agreed charges for delivering and/or collecting, installing and/or operating equipment. Where we quote carriage charges, these include only for the time required to load or unload at the address or place you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery and/or collection which is unsuccessful due to your acts or omissions, or failure to fully inform us of all relevant particulars.

5.2 You may cancel an Order at any time on giving us written notice. In the event of a cancellation by you, we will be entitled to recover from you the following:

If cancelled less than 48 hours prior to the event 50% of the total hire/contract charge.

If cancelled on the day of the event then the total cost 100% of the hire/contract charge

5.3 All equipment is subject to availability and We reserve the right to supply equipment of a different specification without prior notice as long as the capabilities of the equipment remain substantially the same.

5.3.1 Equipment will not necessarily be brand new or unused and may have been previously hired to our other customers. Accordingly, we do not warrant that the Equipment will be free from minor defects, including without limitation, minor surface scratches. The presence of minor defects that do not materially affect the operation of the Equipment shall not entitle you to any refund or deductions.

5.4 We reserve the right to remove or restrict the use of any equipment when the weather conditions dictate it unsafe to use the equipment. The senior Gregory Audio Visual limited employee at the event has final and unreserved right to declare the conditions unsafe to operate. Gregory Audio Visual limited cannot be held responsible for any financial loss incurred due to adverse weather conditions and removal or restriction of use of equipment. Gregory Audio Visual limited are entitled to claim full payment of the total hire charge and any additional expenses incurred during the hire as a result of adverse weather conditions.

5.5 Unless expressed otherwise, the Charges shall exclude VAT at the prevailing rate.

5.6 If the Equipment does not comply with the Order, you may reject the Equipment on Delivery. If the Equipment is damaged, you must notify us of that fact on Delivery and allow us to facilities to inspect the Equipment immediately. Failing to notify us within 24 hours of Delivery of an issue will deem you to have accepted the Equipment and full Hire Charges.

5.7 FOOD, DRINK & ACCOMODATION

5.7a Food, Drink & Accommodation Rider unless otherwise agreed. Whereby technicians and crew are required to set up your event, be on site for the duration of your event to manage the AV equipment and then to derig the equipment the following applies:

5.7b Any event from set up to derig over a period of 6 hours will incur cost for food and beverages (non-alcoholic) unless the event organiser provides adequate sandwiches, meal and beverage.

5.7c Water must be provided throughout the day for the technicians & crew

5.7d Should any event require overnight stay for the technicians & crew this will be charged for if not provided by the event organiser.

6. MAINTENANCE OF EQUIPMENT, BREAKDOWN AND ACCIDENT REPORTING

6.1 You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the equipment or to other property, or injury to any person.

6.2 If the equipment is defective, you must notify us immediately and if the defect was not been caused by anything you have done or failed to do, we will (at our option);

6.2.1 Replace it as soon as possible; or

6.2.2 Credit you for the hire charges of the defective equipment.

6.3 If you request us to attend and if the equipment is not defective you will pay the call-out charge notified by us.

7. HIRERS RESPONSIBILITY

7.1 Your responsibility for the Equipment begins when you receive the Equipment. Your responsibilities include safekeeping of the Equipment and protection against weather, theft, vandalism, or improper use. You are responsible for the return of the equipment or making clear arrangements with us for the collection of the equipment at the end of the hire. Your responsibility ends only when the equipment has been returned or collected and we have checked in all the equipment.

7.2 You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever (other than the Equipment, which is governed by conditions 8 and 14) arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it. The indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence.

8. INSURANCE AND YOUR RESPONSIBILITY FOR LOST, STOLEN OR DAMAGE

8.1 If our charges include a specific fee for insurance and if you take proper care to safeguard the equipment, and do not leave it unattended or in an insecure room and you do not leave the equipment in an unattended vehicle, we will cover the equipment against and loss, over and above the amount of the excess, arising from fire, accident, malicious damage or theft by a third party.

8.2. If our charges do not include a specific fee for insurance you must keep the equipment insured for its full replacement cost against fire, accident, malicious damage or theft by a third party. You will hold in trust for us and pay to us on demand all money you receive from an insurance company or from any other source in settlement of a claim relating to the loss, theft or damage of any of the equipment. You must not compromise any claim without our express consent.

9. LOCATION OF EQUIPMENT

9.1 Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorize.

9.2 You will not hold yourself out as the owner of the Equipment, nor will you sell, lease, hire, charge or otherwise interfere with our ownership rights or right to the return of the Equipment set out in these Conditions

10. SAFETY AND INSTRUCTIONS

It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instruction supplied by us. You must ensure that the Equipment is not misused, and you must ensure that supervision is at all times adequate. Circumstances requiring supervision include the following: Children, persons likely to be under influence of drink and/or drugs.

11. ELECTRICAL EQUIPMENT

Where any part of the Equipment is electrical it should be used with plugs and/or sockets as fitted. If you remove or change plugs or sockets this will invalidate the electrical safety certificate for the equipment and we will charge you for the cost of returning the equipment to its original state. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the equipment. Under no circumstances should electrical equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of the Electricity at Work Regulation 1989 or any amendments to them during the period of your responsibility for the equipment.

12. EQUIPMENT SUITABILITY

It is your responsibility to ensure that the equipment is suitable for the purpose for which you intend to use it and you will give us sufficient information for us to ensure that the equipment supplied is suitable.

12.1 You warrant that you and your employees, contractors and agents are suitably qualified to use the Equipment. We will not be liable (in contract tort or otherwise) for any loss or damage arising from your failure to use the Equipment for its designed purpose or in accordance with the Documentation.

12.2 Where the Equipment incorporates software, you agree to comply fully with the terms of any software license that is supplied with the Equipment. Where you manipulate software preinstalled or install software of your own accord you undertake the full responsibility to ensure it is suitable, fit and configured correctly for use. Although we will advise, we cannot be held responsible for any failings due to software you provide above and beyond the operating system

provided.

13. OUR RIGHTS OF ACCESS

You authorize us to enter any land or premises where we believe any equipment to be, at reasonable times and after reasonable notice, in order to make any necessary inspection of it, or to test, repair, service, replace or repossess it.

14. REPLACEMENT

14.1 You will return equipment to us in the same condition as it was sent out. You will pay to us all costs we incur in rectifying any equipment returned damaged or unclean, including uncoiled cables. Additionally, you will pay for any financial loss this causes us until such rectification is complete.

14.2 Where equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

15. TERMINATION

We will be entitled at any time to terminate this contract with immediate effect and to repossess any or all of the Equipment if you break this contract or if you become bankrupt or it, being a company, you commence to be wound up or if a receiver, administrative receiver or administrator is appointed in respect of all or part of your assets or undertaking, or if you enter into arrangement with your creditors or become the subject of a voluntary arrangement. Such termination will not affect our right to recover from you any money due to us under this contract or damages for breach of contract.

16. LIMITS OF OUR LIABILITY

16.1 All times which we state or quote for delivery of collection are approximate.

16.2 We will not be liable for any delays caused by circumstances beyond our reasonable control.

16.3 We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

16.4 If any film, tape, disc, software or other media of yours is damaged or destroyed our liability will not exceed the value of the film, tape, disc, software or other media notified to us in writing in advance of the hire to allow us to insure such loss or damage. If no value is notified to us you agree that our liability is limited to the retail cost of the damaged materials.

16.5 We will not be liable for any failure to affect Delivery of the whole or part of any Order due to an event beyond our reasonable control. If Delivery is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension as to affect Delivery as is reasonable in the circumstances.

17. IDENTIFICATION OF EQUIPMENT

You will not at any time deface or cover up our name plate or mark on the Equipment which indicates that it is our property.

18. RIGHTS RESERVED

Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

19. SEPARATE TERM VALIDITY AND HEADINGS

If any term in this contract is held invalid this shall not affect the validity of the remaining terms. The headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.

Approval of our quotation includes acceptance of our payment terms and conditions. From the date of the quotation, 28 days are given for any questions or queries about the terms and conditions. Prices are valid for 30 days from the date of this quotation. Gregory Audio Visual Limited's Hire Terms and Conditions apply at all times.

20. PRODUCTION RIGHTS

20.1 Gregory Audio Visual Ltd reserves the right to the copyright of the production this includes any photography, video production, media and live streaming of an event carried out by Gregory Audio Visual Ltd on behalf of the client. It is the client's responsibility to ensure in writing that full permissions have been acquired from artists, performers, composers and such like. Any footage or soundtracks deemed not suitable for live streaming may be removed at the discretion of the company without further notice. Any recording or media produced by Gregory Audio Visual Ltd of the event will remain the copyright of Gregory Audio Visual Ltd unless prior agreement in writing has been made by the client and Gregory Audio Visual Ltd.

Trading as Gregory Audio Visual LTD. Registered in England and Wales No. 4343246
VAT No. 634107075
Registered Office: 190a St Aidans Avenue, Mill Hill, Blackburn, Lancashire BB2 4EA