



Equalizer Productions

🔊 Sound 📡 Lighting 🎪 Staging 📦 Logistics

TERMS & CONDITIONS

OF HIRE / DRY HIRE

EQUALIZER PRODUCTIONS LTD

HIRE@EQUALIZERPRODUCTIONS.CO.UK

Durrants Farm, Coleman's Lane, Newport, Isle of Wight, PO30 4PE

Terms & Conditions of Hire / Dry Hire

Introduction

Terms & Conditions Documents: This document is issued by Equalizer Productions LTD (the Company), to describe the terms and conditions of hire of the Company's Sound Systems for concerts, events, tours and other performances, where provided with personnel (i.e., **Sound Crew**) or provided without personnel (Dry Hire).

This document is the Terms & Conditions of **Hire** in full, laying down the contractual agreement between the Company and the Hirer which may be defined as a contract under the terms of English law. Please note that other documentation, such as Quotations will include short interpretations and/or parts of these terms. In all cases, this document is the definitive Terms & Conditions of Hire/Dry Hire and will take precedence over any other terms stated or implied elsewhere.

These conditions apply to Hire from all the Company's branches, i.e., Durrants Farm, Coleman's Lane, Newport, Isle of Wight, PO30 4PE.

The latest version of this document can be found in PDF format on our website at <https://www.equalizerproductions.co.uk/terms-and-conditions/>

Definition of expressions used:

"Hire" This expression refers to the arrangement to use equipment supplied by the Company at an event or tour, either accompanied by a crew provided by or on behalf of the Company or as a Dry Hire. The period can be for any length of time from one or more days and rates applied may be quoted as the 'Tour Rate', 'Dry Hire Rate', 'Daily Rate' or 'Weekly Rate'.

"Hirer" The person, company, department, or other body who has ordered and/or accepted Equipment or services from the Company.

"Hire Period" Means the period of hire specified in the schedule, or quote, beginning on the date on which the equipment is delivered to or made available for collection by the Hirer.

"The Equipment" All items of equipment and or services accepted by the hirer, including any replacement or substitute equipment, along with any other items and or services included or implied whether specified or not.

"Sound Crew" Where applicable, personnel supplied by or on behalf of the Company as part of the hire service to install, maintain and dismantle the equipment.

"Owner/The Company" Equalizer Productions Ltd and any subsidiary

Provision of the Equipment and Services

1. **Provision of the Equipment and Services:** The Company agrees to supply you with the sound system and rigging equipment described in the hire schedule/quotation for the hire period, as agreed with or without the services of a Sound Crew of the number specified in the quotation.
2. **Replacing defective Equipment:** The Company will supply all Equipment in good working order, however, in the event of a defect; the liability of the Company will be limited to the repair or replacement of any defective Equipment, at the Company's discretion.
3. **Consequential Loss:** If the Company fails to supply any part of the equipment and/or services agreed, the Company shall only be liable up to the limit of the agreed Hire price. The company will not be responsible for any consequential losses incurred by the hirer.
4. **The Company's Property:** Equipment remains the property of the Company at all times. In the event of a breach of any of these conditions, the Company may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

Principal Exclusions:

5. Unless explicitly stated in writing in the quotation, the following are excluded from the hire provision:

5.1. Taxes including Value Added Tax (VAT)

5.2. **Equipment** (other than shown in the hire schedule/quotation) including risers, sets, scaffolding, flooring, staging equipment, forklifts, or other transportation equipment.

5.3. **Rigging of Flying Points** i.e., the task of attaching motor chain hooks to the supporting fabric

5.4. **Locally booked or venue equipment**

5.5. **Local Crew Personnel** (other than the Company's Sound Crew shown in the hire schedule/quotation; not applicable to dry hire agreements) including loaders, stagehands, licenced riggers and electricians, operators of the Equipment. It will be the responsibility of the hirer to provide Local Crew to assist with equipment load in and load out.

5.6. **Transportation** of equipment and personnel, including freight and transport costs and storage of the equipment. Unless clearly stated otherwise, all equipment and sound crew services are quoted ex- SSE Originating Branch UK. All equipment should be collected and returned here at the end of the hire period. Other arrangements must be agreed in writing prior to the commencement of the hire contract.

5.7. **Insurance:** Without prejudice to any liability of the Hirer to the Company, it is a condition of hire that the Hirer takes out adequate insurance to cover the equipment hired. This insurance must cover the equipment hired for its full reinstatement value on an "all risks" basis and cover any alternative and continuing hire charges incurred for a minimum period of 13 weeks. This insurance must be enacted with a reputable insurer for the full duration of the hire with the Company noted as direct loss payee in respect of the equipment hired. The Company will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described in Paragraphs 5 and 7 below (Responsibilities of the Hirer) whether or not this is covered by the insurance policy taken out by the Hirer. The Company reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to checking out the Equipment. However, this does not reduce the liability of the hirer for uninsured losses. The Hire shall indemnify the Company against all loss or damage to the equipment not recoverable under the policy of insurance.

5.8. **Carnet fees** and other administrative costs associated with transportation of Equipment outside of the United Kingdom.

(4.9 & 4.10 are not applicable to dry hire agreements)

5.9. **Sound Crew Expenses** including reasonable travel expenses from the Company originating branch base to the event location and accommodation and crew catering. Payment of per diem or other cash payments to sound crew personnel is at the absolute discretion of the hirer and will not be reimbursed by the Company.

5.10. **Excessive Hours** The Company reserves the right to charge the hirer for hours worked by the Sound Crew in excess of their 'standard working day'. It is understood that the 'standard working day' may vary according to the nature of the hire and event locations, but it is the responsibility of the hirer to agree these terms in advance of the hire. Where equipment is loaded or despatched from the Company or returned to the Company during a weekend, this will normally incur an overtime charge for personnel at the Company's warehouse. If any of the above excluded items are provided or incurred by the Company as part of a hire, they will be charged to the hirer as extras to the hire agreement.

Responsibilities of the Hirer:

6. The Hirer assumes full responsibility for the Equipment from the time of checking out until checking in to the Company. The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safe keeping of the equipment during the period of hire. The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment.

6.1. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed, beyond capacity or in any manner likely to result in the deterioration of the equipment.

6.2. Equipment is not to be altered or modified in any way without the prior consent of the Company.

6.3. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of the Company.

7. The Hirer must, on request, advise the Company of the location of the Equipment during the period of hire and of any changes in the location.

8. The Hirer must notify the Company of any damage to, failure of or defect in any Equipment within 24 hours of occurrence. The cost of replacing or repairing the Equipment will be borne in full by the Hirer. Equipment lost, damaged, or modified will be charged for at full hire rate until the loss is settled in full, which includes future booked hire revenue lost by the Company. Should the Company be required to sub-hire equipment to temporarily replace the lost, damaged, or modified equipment, this cost will be borne in full by the Hirer. The hirer must continue to pay the Hire period charges in respect of equipment during reinstatement or repair.

8.1. **Examples of loss/damage /modification** include (but are not limited to) the following:

- Damage by persons known or unknown, including audiences and artists (whether or not as part of the performance), this includes ingress of liquid (e.g., a console having liquid spilt or thrown on to it)
- Damage or loss caused by inadequate handling by third parties (including local crew)
- Damage by adverse weather conditions including water damage
- Loss due to theft on site or in transit
- Loss or damage during transportation
- Modifying cables by cutting and/or re-wiring plugs/sockets

Additional responsibilities of the Hirer – Dry Hire only

9. **Liabilities:** When equipment is supplied without Sound Crew (Dry Hire), it is supplied on the understanding that it can be competently installed and operated by the Hirer. No liability will be accepted by the Company for any damage to persons or property whilst the Equipment is on Hire to the Hirer.

10. **Competent Personnel:** When equipment is supplied without Sound Crew (Dry Hire) and it requires specialist technical knowledge or qualification for the safe and effective installation and/or operation, the Hirer will be required to undertake that competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of The Company, competent Sound Crew will be supplied by the Company and charged in addition to the hire rate.

Hire Periods, Charges and Payments:

11. **Hire Period:** Hire charges are calculated from the date of collection / delivery to the date of return to the Company. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Equipment may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.

12. **Weekends & Bank Holidays:** Where the hire start date or end date falls on a weekend or bank holiday, at the discretion of the Company, checking out may be done on the last working day prior to the hire start date and/or checking in may be done on the first working day after the hire end date. Checking out or checking in may, in some circumstances, be arranged outside of normal operating hours.

13. **Hire Equipment Charges:** Hire charges will be based on daily or weekly rates, with the period of hire starting from the time of checking out by the Company at its originating branch, to the time of checking in by THE COMPANY, within the normal operating hours of the Company (10.00 am and 6.00 pm). Equipment checked out on a weekly rate during operating hours on day 1, must be returned before 6.00 pm on the 7th day of hire, or a second week's hire will be incurred.

14. **Payments:** Payments must be made in full, with cleared funds prior to checking out, unless the hirer has set up an account with the Company, in which case payments will be made according to the terms of the account and as stated on

the invoice. Payments by Credit Card will incur a surcharge (currently this is levied at a rate of 3% or 3.5% for American Express).

15. Late Payments: Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an interest charge applied each month until payment is received in full. (The rate of interest is currently 2.5% over the base rate per calendar month or part thereof – the rate applied will be stated on the invoice).

Non - Account Customers

16. Guarantees against equipment loss or late return: Non-account customers (i.e. Hirers required to pay for rental in full prior to any hire) will be required to leave a cleared deposit of £250 by debit card, bank transfer or cash which will be refunded on the return of equipment, they may also be required to leave valid debit or credit card details with the Company as a guarantee in the event of a loss or late return. Card details must be valid beyond the agreed hire finish date. The Company reserves the right to charge the Hirer the full replacement cost relating to any lost equipment. The Hirer will have 7 days to return any lost equipment before any charge is taken, if the equipment is returned within the 7 days a charge will be taken for the additional hire period. The Hirer accepts that such a charge will be taken in these circumstances and agrees to ensure that sufficient funds/credit limits are available on the submitted card. Please note that credit cards will incur a surcharge, see clause 12 above.

17. Identification: Non-account customers are required to provide photographic identification; they must also provide a utility bill (not a mobile phone bill) which matches the invoicing address. A copy of these documents will be kept on file for the duration of the Hire period. Equipment hired will be sent to the invoicing address and the Hirer must sign the dispatch/delivery note to accept the delivery.

Safe Working Provisions:

18. Health & Safety: Sound Crew and other Personnel supplied by the Company Limited must not be prevailed upon to act in any manner which is contrary to the method statements, risk assessments and codes of conduct issued by THE COMPANY. Full versions of these documents are available on request. In addition, all contractors are instructed to follow established safe working practices and legal constraints and to refer to the Company head office if they are instructed to operate in contravention of these.

19. Site Access: It is the responsibility of the hirer to ensure there is adequate and safe access to a performance site. We reserve the right not to deliver equipment where we believe access to be unsafe. It is the responsibility of the hirer to inform the Company beforehand of any access issues and where possible take appropriate measures to reduce risk to our sound crew and equipment.

20. Site Power: It is the hirer's responsibility to ensure provision of a safe, consistent, and adequate electrical power supply. Where portable generators are used, these must be regulated and adequately grounded. Please contact us if you are unsure about what power will be required. Equipment damaged due to unsafe electrical equipment at the performance site shall be repaired or replaced at the expense of the hirer.

21. Sound Pressure Levels: High Sound Pressure levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. Equipment provided by the Company can and does produce high enough sound pressure levels to cause hearing damage. The Company cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the hirer to ensure the safety, with regards to hearing, of the general public. Where appropriate you may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.

22. Local Licences: The hirer is solely responsible for obtaining any licence, qualification, or other authority, which may be required for the safe and legal operation of the Equipment hired and agrees to abide by all legal guidelines relating to the installation and operation of the Equipment.

General Terms and Provisions:

23. Contract of Hire: The placing of an order for equipment by the Hirer or the issuing of a sales invoice by the Company constitutes a contract which binds the Hirer to accept these conditions and our full terms and conditions of business.

24. Termination: The Company may terminate the hire contract under these terms and conditions, either immediately or at any time within three months after that by notice to the Hirer and no payment subsequently accepted by the Company without knowledge of such termination shall in any way prejudice or affect the operation of this clause if the Hirer:

24.1. fails to pay any Hire period or other sums payable under these conditions or under any other agreement between the Hirer and the Company, in full within 14 days of such sums becoming due (whether demanded or not)

24.2. commits a breach of any of the other terms and conditions of the contract (whether express or implied)

24.3. does or causes to be done anything, which in the opinion of the Company may jeopardise the Company's rights in the Equipment.

24.4. is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days

24.5. being an individual dies or suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order

24.6. being a body corporate enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts.

25. Cancellation: All cancellations by the hirer must be notified at the earliest opportunity by telephone and confirmed in writing. In the event of cancellation, the following charges will apply:

- 14 days or more prior to delivery – no charges payable by the Hirer (with the exception of the non-refundable deposit)
- Between 13 days and 10 days prior to delivery – 30% hire cost payable by the Hirer (plus non-refundable deposit)
- Between 9 days and 5 days prior to delivery – 50% hire cost payable by the Hirer (plus non-refundable deposit)
- Less than 5 days prior to delivery – full hire cost payable by the Hirer (plus non-refundable deposit)

26. Suspension by Client: If the accepted service is suspended after commencement, then the remaining chargeable period will be recalculated based on the availability and prices at the time. This may be greater or less than the price originally agreed.

27. Force Majeure: The Company is not liable for any failure to supply a product or service where that failure is wholly caused by an event that could not reasonably have been foreseen, forestalled, or prevented. This may include (but is not limited to) acts of war, terrorism, natural disasters and epidemics, pandemics, or any public health emergency of international concern as so declared by the World Health Organisation or the UK Government ("**Force Majeure Event**")

28. English Jurisdiction: All agreements, contracts and transactions entered into with the Company will be bound and governed by English Law. This document supersedes all previous terms and conditions of hire.