



Unit 8F-8I, Hillborough Business Park, Sweeney Road, Herne Bay, Kent CT6 6TE

☎: 01227 63 80 85    ✉: info@rkdo.co.uk    🌐: www.rkdo.co.uk

## **Terms and Conditions of Wet Hire**

### **Definition of terms**

The Quote	The written specification detailing the services and equipment with costings that will be supplied for The Event.
The Company	RKDO Sound and Light, Herne Bay, Kent
The Hirer	The person, company or group who is named on the Quote and/or has contracted the services of The Company.
The Contract	Agreement entered into between The Company and The Hirer
The Equipment	All equipment provided by The Company including accessories and flight cases.
Services	All services provided by The Company as part of The Contract.
The Event	The time and/or place where The Equipment and/or Services of The Company are required.

### **The Contract**

- 1.1 Any quote will be confirmed in writing to The Hirer, providing the total cost for the agreed Services.
- 1.2 The booking is not confirmed until written acceptance of The Quote is received back from The Hirer. Once this is received, The Contract is entered into between The Hirer and The Company.
- 1.3 Upon entering into The Contract, The Hirer agrees to abide by and be governed by these terms and conditions.

### **The Equipment**

- 2.1 Where possible, the equipment provided will be as detailed in The Quote. Where a substitute is necessary, it will be for equipment of the same, similar or better specification.
- 2.2 The Equipment will be provided in full and safe working order and in good physical condition.
- 2.3 The Equipment remains the property of The Company at all times.

### **The Hirers Responsibility**

- 3.1 The Hirer is responsible for arranging that suitable security measures are in place when The Equipment will be left for a time without a representative of The Company present.
- 3.2 The Hirer shall be liable for any loss, theft of or damage to The Equipment that is caused by any persons other than representatives of The Company.
- 3.3 The Hirer will be required to pay the total repair costs, or full cost for a new replacement (including any relevant taxes) where liability is found in clause 3.2. The Hirer will also be liable for the total hire charge up to the date payment in full is made under this clause.
- 3.4 All equipment is to be used in conditions that are deemed acceptable for normal and safe operation. Where The Company or their representatives deem this to be impractical due to the facilities provided by The Hirer, The Company reserve the right to terminate the contract with immediate effect and accept no liability to The Hirer or any third party.
- 3.5 Where The Contract is terminated under clause 3.4, The Hirer shall not be entitled to a full or partial refund, and any payment amount that is outstanding to that detailed in The Quote must still be paid in line with the payment terms of The Company.
- 3.6 It is the responsibility of the Hirer to ensure that all information passed to The Company prior to The Event is accurate. Where inaccuracies cause a delay in setting up or result in any or all of the system being unsuitable for The Event, The Company accept no liability for any losses.
- 3.7 Where additional equipment or services are required to rectify issues arising from clause 3.6, The Hirer will be liable for any and all additional charges.

### **Delivery, Set Up And Derig**

- 4.1 The Company shall, in discussion with The Hirer, agree a mutually acceptable time and place to arrive at The Event and time for set up to be complete. The Company will make every effort to meet this time schedule, however, The Company will accept no liability for a delay caused, however this may have occurred.

4.2 At the end of The Event, The Company and/or its representatives will dismantle and remove all equipment from The Venue and The Hirer is required to ensure that safe access to The Venue is available until such time as all equipment has been removed. This is to include vehicular access/egress.

### **Payment**

5.1 Full payment for the Quote, including any delivery fees or other fees added as agreed, is to be made prior to commencement of The Event, unless previously agreed by The Company.

5.2 Where payment following The Event is agreed, payment is due to be received by The Company within 14 days of the invoice being issued, unless stated otherwise on the invoice.

5.3 Monies that remain outstanding by the due date will incur late payment interest at the rate of 8% above the prevailing Bank of England's base rate on the outstanding balance, until such time as the balance is paid in full and final settlement.

5.4 The Company reserve the right to employ the services of a debt collection agency to recover overdue monies. In the event of a debt collection agency being appointed, The Hirer will become liable for all fees associated with this.

5.5 In the event of clause 5.4 being executed, The Hirer must deal exclusively with the debt collection agency regarding the outstanding monies, including settling of the balance. Any monies paid directly to The Company will not be accepted as payment of the outstanding balance.

### **Liability Of The Company**

6.1 In the event of equipment being found to be faulty, or becoming faulty during use, the liability of The Company will be limited to replacement or repair of the faulty equipment at no additional charge to The Hirer, except where it is believed the fault or damage has occurred from misuse of The Equipment.

6.2 The Company shall not, in any circumstances, be liable to The Hirer or any third party for a claim that arises from the use or misuse of The Equipment by any persons other than those representing The Company.

6.3 In the event of The Equipment, or any part thereof being confiscated by the Police or any other body, The Hirer shall be liable for all costs incurred recovering The Equipment.

### **Terminating The Contract**

7.1 The Company shall be entitled to terminate the contact at any time, should a breach of the terms and conditions occur.

7.2 Should the agreement be ended prematurely due to a breach of terms and conditions on the part of The Hirer, the rights of The Company to recover all costs owing to them as part of The Contract are maintained.

7.3 Should The Hirer terminate the contract prior to commencement of The Event, The Company reserves the right to charge a percentage of the total shown on the Quote as follows:

<u>Period Before Hire Commences</u>	<u>Percentage of Hire charge due</u>
7-14 days	25%
3-6 days	75%
Less than 72 hours	100%

### **Changes To These Terms And Conditions**

8.1 The Company reserve the right to update or amend these terms and conditions where and when deemed necessary.

### **Governing Law**

9.1 The Contract and these terms and conditions are governed by and construed in accordance with the laws of Great Britain, and any disputes relating to these shall be subject to the exclusive jurisdiction of the courts of England.