

For the purposes of this document the following terms are defined as follows:

"Hirer" -	The individual, company or organisation that has entered into a Hire Agreement for the Equipment from the Owner.
"Owner" -	Live Systems Limited
"Equipment" -	Items of sound, lighting, video or other technical apparatus, be they electrical items or otherwise, supplied by the Owner to the Hirer in terms of the Hire Agreement.
"Services" -	Additional non-Equipment supplies such as transport, labour, design and testing, supplied by the Owner to the Hirer.
"Hire Agreement" -	The agreement for the supply of the Equipment by the Owner to the Hirer

1. The Hire Agreement shall come into force on receipt of a verbal or written order for Equipment or Services or when the Hirer confirms their booking by payment of the hire fee in full or in part.
2. Provisional bookings may be made for Equipment but the Owner does not guarantee to fulfil provisional orders until fully confirmed.
- 3.1 Bookings may be confirmed by the payment of a minimum of 25 percent of the total fees for Equipment and Services or, when the total hire fees are less than £50, the full amount. Customers who hold a credit account are not required to pay a deposit but must supply a written purchase order.
- 3.2. The Hirer should also submit a written confirmation of the Equipment and Services to be provided. The Owner cannot accept liability for errors or omissions in Equipment or Services provided where no written confirmation has been received.
4. Hire fees run from the date the equipment leaves our premises until the date of return unless otherwise agreed by both parties in writing. A minimum charge of £10 plus VAT applies to all hires.
5. Unless the Hirer holds a credit account with the Owner, payment must be made in full by the start of the hire period and must be cleared funds. For credit account holders, payment shall be due within 30 days from the date of invoice unless alternative terms have been agreed by both parties in writing. Failure to pay within the prescribed 30 days will result in a late payment interest charge of 5% per calendar month being added to their invoice total. The Owner also reserves the right to void any discounts previously agreed and invoice these in addition.
6. Where the Hirer cancels a confirmed booking, either as a direct request or failing to meet the collection/delivery requirements as set out in clause 8.2 and 9.3, the Owner reserves the right to charge a cancellation fee. Fees will be calculated as follows:

**6.1 For hires with fees up to and including £2000 excl. vat:**

- (a) If cancelled on the day or within 2 days of the start date of the hire, the total fees for Equipment and Services will be payable in full.
- (b) If cancelled between 3 and 7 days prior to the start date of the hire, 50% of the total fees will be payable, subject to a minimum charge of £10 plus VAT.
- (c) If cancelled between 8 and 14 days prior to the start date of the hire, 25% of the total fees will be payable, subject to a minimum charge of £10 plus VAT.
- (d) If cancelled more than 14 days prior to the start date of the hire, an admin fee of £10 plus VAT will be charged.

**6.2 For hires with fees greater than £2000 but less than £5000 excl. vat:**

- (a) If cancelled on the day or within 2 weeks of the start date of the hire, the total fees for Equipment and Services will be payable in full.
- (b) If cancelled with more than 2 weeks but no more than 4 weeks' notice, 50% of the total fees will be payable.
- (c) If cancelled with more than 4 weeks but no more than 6 weeks' notice, 25% of the total Equipment hire fees only will be payable.

**6.3 For hires with fees of £5000 excl. vat or greater:**

- (a) If cancelled on the day or within 8 weeks of the start date of the hire, the total fees for Equipment and Services will be payable in full.
- (b) If cancelled with more than 8 weeks but no more than 12 weeks' notice, 50% of the total Equipment fees only will be payable.

7. Where the Owner agrees to a postponement of a booking, any subsequent requests to cancel will incur cancellation fees, either at the scale in force at the time of cancellation or at that in force at the time of the original postponement of the original booking date, whichever is the greater.
- 8.1 Where the Hirer is arranging collection of the equipment from the Owner, collection of the Equipment shall be made between 2pm and 5:30pm Monday to Friday and between 10am and 1pm on Saturdays unless alternative arrangements have been agreed in writing with the Owner. Equipment shall be returned before 12pm on the day of return unless alternative arrangements have been agreed in writing with the Owner.
- 8.2 Where the Hirer fails to collect the equipment, either within the prescribed times or the within the specifically agreed times, the Owner will treat this as a default cancellation and the terms set out in clause 6 will apply.
- 9.1 Where delivery and/or collection has been requested by the Hirer, any times given shall be regarded as an estimate only and the Owner accepts no liability in respect of delays incurred in the execution of this service by whatsoever cause or for any losses incurred as a result of such delays.
- 9.2 Delivery and collection of Equipment shall only be made to the door or delivery bay at the place of delivery. Unless crew has been booked through the Owner, the movement of the Equipment into/out of the building or venue is the responsibility of the Hirer. With some larger/heavy equipment, the Hirer may be required to provide additional labour to assist with the unloading/re-loading of the vehicle. This will be notified in advance.
- 9.3 Where the Owner is unable to deliver the equipment, either due to access restrictions to the venue, nobody present to receive the goods or lack of personnel to assist with unload of the vehicle then the Owner will treat this as a default cancellation and the terms set out in clause 6 will apply.
10. The Equipment remains the property of the Owner at all times.
- 11.1 The Hirer assumes full responsibility for the equipment once it has left the premises of the Owner and until its return to these same premises.
- 11.2 The Hirer shall indemnify the Owner for any damage and/or loss to the Equipment regardless of the cause. Fair wear and tear excepted.
- 11.3 The Equipment shall be deemed to be 'on hire' until it is returned to the Owner and all damages and/or losses have been paid to the Owner in terms of clause 11.2 above.
- 11.4 The Owner reserves the right to request a Security Deposit to be paid at the start of the hire to cover against damage, loss or extension of the hire period. The Hirer agrees that any such costs may be deducted from this deposit by the Owner. The Hirer also agrees that any costs that exceed the amount covered by the Security Deposit will be paid to the Owner on request. If no losses, damage or hire period extensions have occurred then the Owner will refund the deposit in full within 7 days of the end of the hire.
12. The Equipment shall not be modified in any way by the Hirer or by anyone acting for or on behalf of the Hirer.
13. The Owner shall not be made liable for any damage caused to equipment not supplied by the Owner by the Hirer and/or their employees or agents connecting such equipment to the Equipment supplied by the Owner and/or a third party appointed by the Owner.
14. The Hirer shall ensure that the installation and operation of the Equipment will only be carried out by properly trained and competent personnel. The Owner accepts no liability in respect of damage to personnel or property whilst the Equipment is on hire to the Hirer.
15. The signature given on collection or delivery of the Equipment from/to the Hirer will constitute an acceptance on behalf of the Hirer that the Equipment was complete and in correct working order.
16. All Equipment is checked before leaving the Owner's premises. In the event of a defect, however, the Owner's liability shall be limited to replacing and/or repairing the defective component. The Owner shall not be held liable for any damage or defect caused by negligent handling other than by its staff or agents or for any damage to the Equipment resulting after delivery or collection by a carrier or their appointed agents.
17. Where Equipment is returned in an unreasonable state of repair or in a dirty condition the Hirer will be liable to a cleaning charge plus the cost of any repairs or replacement of parts required to return the Equipment to its condition prior to the commencement of the hire as per clause 11.2.
18. All cabling will be supplied coiled and taped and should be returned in a similar fashion with all rigging tape and dirt removed. A charge of £0.85 plus vat per cable will be made for any recoiling necessary. Any missing and/or damaged connectors will be charged at a rate of £15.00 plus vat in addition to the cost of the connector. A cleaning charge will be levied for cables returned in a dirty condition.
19. Any failed and/or replaced lamps should be returned along with the Equipment for inspection. Failure to do so will result in the Hirer being charged for the replacement of the lamp in question. If it is found that the lamp has been damaged through mishandling by the Hirer and/or their employees or agents the Hirer shall be charged for the replacement of the lamp in question.