

HIRE TERMS & CONDITIONS

1] The contract is made between APEX AUDIO & VISUAL (part of SWB) and the person named of the booking confirmation form. A signed copy of this agreement will be returned to the customer upon request.

2] The hirer is the person named on the booking confirmation form, and declares that he/she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. If they are entering into this agreement on behalf of a company or organisation that they have full authority to do so, and that we are advised if the company or organisation has limited liability, failure to do so will render the hirer personally liable for any outstanding costs, charges or fees. In the event that the hirer is below the age of eighteen a guarantor will be needed to sign the agreement, and will therefore take responsibility for any equipment hired and all of the following terms and conditions.

3] The hire booking confirmation form will usually be sent via email, or given in person. When it is received it should be carefully checked to make sure all details are correct, then it should be printed off, signed by the hirer and returned to us without delay, whether via e-mail, post or in person. If the booking form is not signed the equipment may not be made available for hire, although once the deposit is paid condition 6 regarding cancellation will still apply.

4] By providing the information required on the booking form and paying the deposit you are agreeing to all our terms & conditions of hire. All deposits paid to us to secure a booking are non-refundable.

5] If cancellation is made less than 7 days prior to the commencement of the hire the full hire fee is due. If cancellation is made more than 7 days prior to the commencement of the hire you will not receive a refund of the deposit you have paid, but that will be the limit of your liability. It is important that cancellation is made to us in directly through email or telephone, and you receive confirmation from us that we have received your instructions through email or telephone. Failure to do this may result in the full hire fee becoming due.

6] Unless arranged otherwise, all balances are payable prior to the equipment being made available for hire.

7] The hirer must provide 3 forms of personal identification, one of which should be a current UK photo driving license or British Passport, we also require 2 other forms of positive ID which can be two current utility bills, or bank/credit card statement confirming your address. The identification must be that of the person named on the hire booking confirmation form. Any other person's identification is not acceptable.

8] Unless specified, hire charges are based on a period of one day, or part thereof, irrespective of whether the equipment is in use or not.

9] Any equipment returned after the booked return date will be charged for at a minimum of one extra day hire fee, regardless of the original

hire period, plus all losses incurred as a result of the item not being returned at the right time according to the booking form.

10] The hirer will be responsible for any damage or mechanical faults due to misuse to any equipment provided during the above time period, including a one hour set-up and pack-up time period before and after the specific time period stated above, unless damage is due to negligence of the contractors. The equipment of SWB Sound & Lighting provided for the named performance / event is not available for use by other persons (public use) except by specific permission of (APEX AV). The hirer is responsible for the full replacement cost of all the equipment on hire to them, including all cables, spares and accessories. A valuation is available on request.

11] All hired equipment remains the absolute property of SWB Sound & Lighting at all times. Loss, damage, or theft of any items shall be the responsibility of the customer to whom service is provided. All costs of repair or replacement of items shall be paid for in full upon request by the customer. The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the booking form.

12] The hirer undertakes to keep and return equipment in good order and condition. Any equipment returned in a dirty condition may incur a cleaning charge.

13] It is the responsibility of the customer to take all reasonable steps by way of stipulation in booking or providing the venue for the event, to ensure a safe and suitable supply of electricity. (Please note that all our equipment runs on standard UK mains 13amp outlets.) The contractor is not responsible for power outages or acts of God, nor is the contractor responsible for any equipment that fails at the event. In the unlikely event that equipment fails, the contractor will, on a best effort basis, find suitable back-up equipment. The contractor is not responsible for any damage to the venue where the services are provided, neither is the contractor responsible for any injuries which may occur, for whatever reason.

14] The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on delivery or collection of the beginning of the hire period.

15] In the event that the hired equipment is faulty, APEX AUDIO AND VISUAL shall not be liable for any consequential loss or damage whether financial or otherwise, arising there from. Should we not be able to fulfill the booking all monies paid to us by the hirer will either be refunded, or a credit issued at our sole discretion, but this will be the limit of our liability.

16] Faults with equipment must be reported IMMEDIATELY they occur. Any faults may be reported to (Shaun Bartlett 07849849767.). We shall endeavour to rectify the problem as soon as possible. No allowance can be made for faults reported upon equipment

return/collection.

17] Any equipment damaged, lost or stolen during the hire period will remain on hire until all repairs are complete, or the equipment has been replaced by the hirer paying for the replacement of all lost or stolen equipment and the equipment is available for further hire.

18] Equipment will be deemed to be on hire until any invoice for repairs or replacements, relating to that equipment, have been paid for in full by the hirer.

19] Connectors must not be removed from equipment. We reserve the right to charge for refitting, or inspecting, any connectors found to have been removed, or tampered with. Equipment must not be modified in anyway.

20] Packaging supplied with equipment must be returned, or it will be charged for.

21] The Hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws and regulations.

22] APEX AUDIO AND VISUAL reserves the right to inspect all hired equipment at any time during the hire period.

23] Where a Customer has Terms and Conditions covering purchasing and hiring that conflict with the Terms and Conditions of APEX audio and visual then the Terms and Conditions of Apex audio and visual shall take precedence unless specifically agreed in writing by Shaun Bartlett.

25] We understand and will exercise our statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

26] APEX AUDIO AND VISUAL reserve the right to change these terms & conditions at any time, and without notice.

27] All hired equipment must be used for the purpose for which it was intended by the manufacturer.

28] The terms above, and the contract to which this document relates, shall in all respects be construed and operate in accordance with English law.

Delivery charges will apply as follows: Cardiff within a 10 mile radius £5, after which £2 per extra mile up to 15 miles.

Cooling off period If having read our terms and conditions and within 24 hours of paying the deposit you wish to cancel, you may obtain a full refund of all monies paid less a £10.00 administration fee.