

## 1. Definitions

- a. The below terms “we”, “us”, “CEG Hire & Productions” and “the company” refers to CEG Hire & Productions Ltd whereas “client”, “hirer”, “customer” and “you” refers to the person or organisation (of whom a named contact is representing) that is requesting the services they wish us to provide.
- b. Where an individual is booking our services on behalf of an organisation they are confirming that they have the proper authority to do so and enter into a contract with us, it is their responsibility to ensure any purchase orders and paperwork is in order and does not constitute a reasonable excuse for delay of payment.

## 2. Event & Production Hire (Wet Hire)

- a. Any cancellations or notified changes must be made at least 14 days prior to the date of event. If you fail to cancel your booking before this date you will be charged the full booking fee. This ruling may be waived in very extreme circumstances, or should we manage to fulfil the date prior to the booking date.
- b. Booking deposits will not be refunded under any circumstances.
- c. Verbal or written agreements of bookings are binding and subject you to the payment of the full fee quoted for the services.
- d. The client / hirer is responsible for any damage to our equipment caused by any person at your event. You will be charged for the full cost of any repairs, or replacements required. You will be advised of any damage as soon as it is caused. This applies both on a dry and wet hire.
- e. Failed payment of any fees owed within 28 days after the date of the event or invoice (whichever is sooner) will result in pending legal action. We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Over due fees specified below will be enforced.
- f. It is the customer’s responsibility to ensure equipment booked is suitable for use at the event venue. No refunds, part of full, will be given for non-use of specific equipment that cannot be used due to any venue restrictions imposed. Not all equipment is designed to fit through narrow doorways and/ or up staircases. It is the customer’s responsibility to inform us of any access restrictions that may impede set up or restrict equipment use.
- g. Only CEG Hire & Productions staff and authorised personnel may operate any equipment we provide on a wet hire. Under no circumstances may unauthorised personnel tamper, move or attempt to use equipment owned by ourselves. We are not liable for damage to property, or injury to persons caused directly by third party intervention.
- h. We reserve the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so.
- i. We will not be responsible for any damage or loss to private or public property caused by invited or uninvited guests.
- j. All equipment is visually checked prior to and/or on arrival. If we are linking our equipment within a fixed in-house audio system, we reserve the right to refuse to do so if the equipment is considered to be unsafe or liable to cause damage to any component linked to it. The hirer is liable if post inspections prove that damage has been caused by faulty equipment other than ours. We may carry out inspection on portable appliances if a valid PAT identifier is not found, the current rate of charge will apply in this circumstance.
- k. The hirer is to provide parking for one vehicle (LWB Van), as near to the performance area as possible. Any parking charges we incur will be your responsibility to pay for.
- l. We will not be liable for non-fulfilment of this contract by the Management and / or the team, although every reasonable

precaution will be taken. In the event of the client seeking compensation, we will not be liable under any such claim, and we will only be liable for a sum up to and not exceeding the contracted amount. This includes non-fulfilment from not being able to attend an event due to bad weather, road traffic accidents and any other occurrence that may be deemed ‘an act of god’ which further includes but is not limited to, snow, flooding and hurricanes of any size.

- m. We operate under the laws of England, UK.
- n. All events should provide public liability insurance suitable for all activities that your event undertakes, and insurance for the equipment costs (available on request) as we are not liable for this within your events, although we will always operate safely and conduct personal risk assessments. We are however in possession of £5,000,000 Public & Product Liability Insurance in respect of our actions and equipment.
- o. We will often require a booking fee to the value of 50% a month before the event, or earlier to finalise the booking, amounts may vary according to size and services provided, but will always be agreed between the parties.

## 3. Dry Hire of Equipment Conditions

*The following apply when you do not wet hire equipment, this is when just an item or items are provided and used without CEG Hire & Productions staff.*

- a. All charges are payable subject to the usual invoicing terms outlined below.
- b. Any damage to equipment supplied must be paid for in full by the customer / hirer to the extent of replacing the equipment on a new like for like basis.
- c. The company shall use all reasonable endeavours to make Delivery on the Delivery Date but for the avoidance of doubt time is not of the essence and the company shall not be liable to the Hirer in the event of any delay caused by an event out of our control.
- d. Should the hirer require the equipment beyond the initial hire period, the hirer must apply to the company for such an extension. If the extension is accepted by the company the hirer must signify its agreement to a new quote which shall form a new hire stating the extension terms. Where possible the company shall offer the Equipment at the same Charges as offered prior to the extension but the company cannot make any guarantee that this will be the case.
- e. If the equipment is not made available for collection or returned to the premises as agreed between the parties, such equipment shall be deemed with immediate effect to be placed back on hire and the full rate shall apply until such time as the company can collect the equipment at its convenience.
- f. Any equipment returned late will be charged at the weekly rate applicable, and this must be paid within 5 working days. A return is only constituted when an item has been returned to our care in good working condition. It is your responsibility to notify us if you wish to extend the hire or when the equipment is ready for collection
- g. Should we not be able to fulfil another order due to your late return of equipment you will be liable for the cost of any lost hirers that directly arise from this late return.
- h. All equipment is supplied as is, all equipment is regularly inspected by staff and a visual examination is carried out before dispatch. However, all liability for the correct and safe rigging & operation of equipment lies with the hirer. CEG Hire & Productions accepts no responsibility for the way in which equipment is used in respect to the public.
- i. If the equipment on hire is faulty or not operating correctly, it is the hirer’s responsibility to contact the company within 24

hours. We will not issue a refund or be held liable for additional costs if the hirer does not follow this condition.

- j. Whilst on hire the hirer is liable for any loss, damage or misuse of equipment and should insure the equipment for its full replacement value.
- k. The hirer shall indemnify CEG Hire & Productions against financial loss, liability and expense or proceedings in respect of personal injury or damage or loss resulting from use of hired equipment.
- l. Should CEG Hire & Productions consider that you are using the equipment inappropriately, illegally or unsafely then we reserve the right to terminate any contract of hire at any time, and the customer shall remain liable for the value of the hire.
- m. All equipment must be returned in good condition
- n. All cables must be returned coiled and taped with electrical tape, failure to do so will result in a £2 per cable charge.
- o. Any lamps that have blown during the course of hire must be returned for inspection; otherwise, a replacement charge will be made.
- p. Any damage caused to equipment will result in a charge to rectify this or a replacement to be sought.
- q. No plugs or wired connectors may be changed or tampered with in any way.
- r. All dimensions given are nominal and as close as can be reasonably judged. We cannot accept any liability for the compatibility of our equipment with your own, and with any resources you may be using in conjunction with our equipment (such as power supplies).
- s. We don't automatically provide spare equipment, you will need to request this on a hire-by-hire basis, we also don't guarantee the quantity of spares and this decision is in the discretion of the company.
- t. It is the hirer's responsibility to provide full equipment insurance for any equipment hired, for the entire duration of the hire including delivery and collection.
- u. The equipment hired remains the property of the company at all times.
- v. The hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment or any part thereof except with the prior written consent of the company and shall protect the same against distress, execution or seizure.
- w. The hirer shall take all necessary steps (at its own expense) to retain and recover possession and control of the Equipment if the Hirer loses possession or control and shall indemnify the company against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this clause.
- x. If the Hirer is not fully familiar with the Equipment, the company advises that the Hirer to contact the company for the appropriate operating instructions. It is the Hirers responsibility to ensure that the persons using the Equipment have received the appropriate instructions, information and training under the Health and Safety at Work Act 1974.
- y. Acceptance of these conditions is taken when any agreement is made, written or verbally. Especially upon counter-signing a delivery note.

#### 4. Invoice Conditions

*Invoices are issued by us prior to a hire or upon completion of an event or production, on the occasions where contracts are in place and invoices are issued in advance of dates they take effect from the date shown.*

- a. All invoices for services must be paid in full by the date shown; stated clearly as the 'due date' on the bottom of an invoice.
- b. Any 7-day week or part thereof where payment is overdue will be liable to a charge of £10 late payment fee.
- c. We will exercise our rights under the late payment regulations (Late Payment of Commercial Debts Act) to charge interest on

overdue payments; we will charge an interest rate of 4% above the Bank of England base rate for any payment not received within 56 days for each day it is still not received.

- d. Any payment method that incurs a charge to us such as via PayPal will involve the charge levied by the third party plus 4% of the charge for administration.
- e. Our preferred method of payment is via Bank Transfer.

#### 5. Service Quote Conditions

*We may issue a verbal or informal quote through email. This is a guideline only and a quotation is only enforceable when provided on our authority on headed paper. All quotes are to be treated as estimates in case additional work is required for unforeseen circumstances.*

- a. All quotes last for 14 days from the date provided. Should your event require extra equipment, time or staffing then you will be liable for the cost of this.
- b. We do not allocate equipment for a customer once the quotation has been confirmed with a Purchase Order or full payment.
- c. A verbal or written acceptance of any provided quote binds you to the value of this as in the booking conditions above and further binds you to the conditions of these terms.

#### 6. Other Conditions

*From time to time we may impose additional conditions within contracts, and some of our services may not seem expressed within these conditions, should you have doubt as to what applies please do contact us.*

#### 7. About the company

- a. Our company name and registration number is: CEG Hire & Productions Ltd - # 08962864. We are registered in England and Wales at the address: Unit 6a, Solopark Trading Estate, Station Road, Pampisford, Cambridge, CB22 3HB.
- b. These terms were last updated on 02/10/2017.