

Abracadabra

Sound and Light Services

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Terms & Conditions of Hire

Definitions.

"We" and "Us" refers to Graeme Wood trading as Abracadabra Sound and Light Services and any of its representatives.

"You" refers to the individual or business to which the contract relates.

1. General

1.1 If you are hiring on behalf of a business or organisation you confirm that you have the necessary authority to enter into this contract on behalf of that business or organisation, and that you will indemnify us against all losses and expense which may be incurred if this is not the case.

1.2 We reserve the right to decline some or all of your order, for any reason.

1.3 Any person hiring equipment from us must be a UK resident over 18 years of age.

2. Contract

2.1 You may place your hire order with us by email, phone, mail or in person.

2.2 We will provide you with an order quote confirming availability (or otherwise) of the Equipment and stating total costs including installation, delivery or other applicable charges.

2.3 The contract between us will be formed when you advise us that you accept the order quote.

3. Hire Charges

3.1 Our hire charges and all other applicable charges will be as shown in the order quote. The order quote will also show the date the charges will start from and the period of the hire.

3.2 You agree to reimburse us for all costs in connection with cleaning, repairing or replacing. Equipment not returned in clean and good working condition and will be liable for charges at the daily rate shown in the order quote for the period of such repair or replacement.

3.3 We reserve the right to impose additional charges at the daily rate for the period in which any item of Equipment is not available for use by our other customers because of your breach of these terms and conditions.

3.4 Where we have taken a deposit we may retain the whole or part of this in order to set against any liability you have to us in relation to the hire of the Equipment.

4. Payment

4.1 All non account hires must be paid in full upon confirmation of the hire unless specified otherwise.

4.2 We accept payment by cash, credit card, PayPal or Bank Transfer.

4.3 All account hires must be paid as per the terms specified on the invoice.

5. Deposit and Identification

5.1. A security deposit will be taken at the commencement of each hire. This will be refunded once the hire has been completed and all the equipment has been returned subject to the conditions laid out in section 9.

5.2 We require 2 forms of identification; at least one must be photo ID. Acceptable ID is; Driving Licence, Passport, Current Bank statement or credit card statement, current utility bill, government or armed forces work ID.

5.3 We will take and store a photograph of you on our computer system for future reference. This can be deleted at the termination of the hire at your request.

6. Delivery and Installation / Customer Collection and Return

6.1 We only deliver to customers in the United Kingdom and all goods must be signed for by an adult aged 18 or over.

6.2 Equipment will be delivered in good working order. Unless notice is received to the contrary as soon as reasonably practicable and in any event no later than within 4 hours of delivery, Equipment will be deemed to be in good working order, except for defects not detectable by reasonable examination.

6.3 Our estimated time for delivery will be stated in the order quote. We hope to deliver these estimates but occasionally delays will occur, despite our best efforts. We will not be liable for any delay or failure to deliver within such estimated timescales.

6.4 Installation charges will be shown in the order quote. We may wish to carry out a free site inspection before installation and you agree to allow as such access as we reasonably require for this purpose.

6.5 Where we are unable to carry out installation through error or fault on your part, we reserve the right to charge for our time at the rates shown on the order quote.

6.6 If we are not able to collect the equipment at the agreed time then you will be liable for any excess rental charges, at the full daily rate, that accrue while we are unable to gain access to our equipment. There will also be a £25 call out surcharge for the first and any subsequent arranged visits to obtain our equipment.

6.6 In the event that you are collecting from us, you will be given a time slot for collection and return of at least one hour duration. If you fail to collect from us during your allotted time then we will not be liable if we are unable to fulfil the hire.

6.7 In the event of you failing to return any or all equipment during your allotted time slot we will reserve the right to extend the hire until the equipment is returned to us and charge accordingly at the full daily rate.

7. Risk

7.1 The risk in the Equipment will pass to you upon delivery or installation, or where you choose to collect the Equipment directly, at the moment of collection

7.2 When collecting the Equipment directly from us you should ensure that you have suitable transport as we reserve the right to refuse removal of Equipment where appropriate arrangements for safe and lawful transport of the Equipment has not been made.

8. Cancellation

8.1 You will not be entitled to cancel the contract once the Equipment has been collected or delivered.

8.2 If you wish to cancel the contract more than 60 days before the start of the hire we will refund monies paid less any delivery, restocking fee or similar charge which we incur.

8.3 If you wish to cancel the contract within 60 days of the start of the hire the following cancellation charges will apply (being a percentage of the hire charge excluding delivery and installation charges).

a) 30-60 days before start of hire period – 50% of hire charge.

b) 14-30 day before start of hire period –75% of hire charge.

c) Less than 14 days before start of hire period - no refund.

8.4 Cancellations must be made either in person at our premises, or in writing if attendance is impossible.

9. Your responsibilities

9.1 You will make all reasonable efforts to ensure that the Equipment is not damaged or misused during the period of the hire. This includes ensuring that the Equipment can safely be used with any other equipment which you use.

9.2 You will make all reasonable efforts to ensure that any person operating or using the Equipment during the period of the hire is instructed in the safe and proper operation of the Equipment.

9.3 You shall not sell or attempt to sell or otherwise dispose of the Equipment.

9.4 You shall reimburse us for all costs in connection with repairing or replacing Equipment not returned in good condition, pay us the full retail cost of any Equipment which is lost stolen or damage beyond economic repair, and insure the Equipment against such liability.

9.5 You agree to pay the full daily rate for all items of Equipment which are required to be replaced or repaired until such repair or replacement has been completed.

9.6 This clause 9 shall not affect your statutory rights or seek to exclude liability which cannot be excluded under the Unfair Contract Terms Act 1977.

10. Maintenance

10.1 You agree to properly maintain the Equipment during the period of the hire and to notify us as soon as reasonably practicable if there is a problem with the operation of any item of Equipment.

10.2 Any damaged or faulty item of Equipment should be returned, at your expense (subject to clause 10.3) to us. In no circumstances should you proceed to repair any item of Equipment without our prior approval.

10.3 Where the problem with the Equipment is caused by a fault not discoverable by reasonable examination in terms of clause 6.2 above, we will reimburse you for reasonable transportation costs and for hire charges during the period when the Equipment could not be used due to this fault. However our obligation under this clause does not cover faults caused by misuse wear and tear, accident or neglect.

10.4 You shall not alter or modify the Equipment or use it for purposes for which it is not designed.

10.5 You agree that we have a right of access to the Equipment in order to inspect, repair or replace it and you authorise us to enter any property where the Equipment is located or where we reasonably believe it to be located, to carry out such inspection, repair or replacement.

11. Liability and Indemnity

11.1 To the fullest extent permissible under UK law, we will not be liable for any losses you incur arising out of or in connection with the hire of the Equipment.

11.2 Notwithstanding the terms of clause 7.1 in the event that we are held liable for losses which you have incurred arising out of or in connection with the hire of the Equipment, our liability to you shall be limited to a sum equal to the amount paid by you for the Equipment hired.

11.3 You agree to indemnify us at all times in respect of all claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the Equipment

11.4 If you are a consumer, this clause 11 does not affect your statutory rights.

12. Termination of Hire

12.1 We shall be entitled to terminate the contract immediately and to repossess the Equipment at any time where you are in breach of these terms and conditions, or you take any steps, or if any process or action is started which, in our reasonable opinion suggests that your solvency is in doubt.

12.2 Where the provisions of clause 12.1 apply, you authorise us to enter any property where we reasonably believe Equipment to be, in order to repossess such Equipment.

13. Governing law

13.1 These terms and conditions and the contract for the hire of the Equipment are governed by UK law and are subject to the exclusive jurisdiction of the British Courts.