

HIRE TERMS & CONDITIONS

CREATED BY:
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PIVOTAL SOUND & LIGHTING LTD

1. DEFINITIONS

In these Terms and Conditions:

- a. "Casualty Value" refers to the Equipment's market value at the conclusion of the hire period or, in the case of Total Loss, the market value the Equipment would have had at the end of the hire period if not for the Total Loss. The Casualty Value may be less than but not exceed the current purchase price of replacement Equipment.
- b. "Equipment" pertains to the goods, components, and other items provided for hire by Pivotal Sound & Lighting.
- c. "Total Loss" signifies any irreparable loss or damage, or damage that exceeds the market value of the Equipment.
- d. "Customer" denotes the individual, company, corporation, or public entity, referred to as "The Customer," engaging in the hire of equipment or services.
- e. "Company" signifies Pivotal Sound & Lighting, referred to as "The Company."
- f. "Consequential Loss" encompasses loss of profits, contracts, or any other resultant loss or damages, unless arising from the Company's negligence.

2. AGREEMENT TO HIRE

- a. The Company agrees to provide Equipment for hire to the Customer, who in turn agrees to rent the Equipment in accordance with the conditions stipulated in this Agreement.
- b. The hire period begins and ends as specified and mutually agreed upon in the quotations and/or invoices.
- c. Acceptance of the hired equipment through email/current confirmation or other means implies that the customer is duly authorised to enter into the contract on behalf of the customer.

3. CHARGES

- a. Payment for charges is due seven days prior to the event/hire, unless otherwise agreed upon and stated in the quotations and/or invoices.
- b. Hire charges commence from the date and time indicated on the invoice or hire form and apply for the duration of the hire period.
- c. Unless otherwise arranged, the Equipment must be returned by noon on the date specified in the contract, in a clean and functional state.
- d. Should these terms be violated or the Equipment not be available for other customers, the customer will be charged the full daily hire rate in addition to consequential losses.
- e. As determined by the Company's discretion, the customer may be subject to full charges if cancellation of an job, quotation or invoice occurs at any point.
- f. Any spares, replacement or damaged lamps, tools, and additional equipment provided with the hire must be returned; otherwise, the customer will be billed in full for their replacement.
- g. The customer shall bear any legal or other charges associated with the recovery of money or equipment.
- h. All charges are payable upon request, and failure to adhere to agreed payment terms will result in interest at a rate of 1% above the prevailing bank rate.
- i. Unless otherwise specified, all prices are subject to VAT at the current rate.

4. DEPOSIT

- a. A deposit of 50%, or an alternative deposit fee as decided by the Company, is payable upon agreeing to a hire or service invoice.
- b. The deposit will be deducted from the final settlement amount, unless the deposit is an additional fee beyond the hire cost, in which case it will be refunded upon satisfactory return of the Equipment.

5. RESPONSIBILITIES OF THE CUSTOMER

- a. The customer assumes responsibility for the Equipment upon receipt and relinquishes it when returning the Equipment to the Company's care.
- b. Electrical equipment must be used with the supplied plugs and/or sockets.
- c. The customer must not sell, dispose of, or relinquish control over the Equipment at any point.
- d. The customer is accountable for ensuring that all users of the Equipment are adequately instructed in its proper and safe usage and that the Equipment is not misused.
- e. The Company cannot be held accountable for financial loss, personal injury, or damage or loss of property resulting from Equipment usage.
- f. The Company is not liable for financial loss or business disruption due to Equipment malfunction, misuse, or inability to provide Equipment or services under any circumstances.
- g. Movement of the Equipment from the specified location in the contract requires prior authorization from the Company.
- h. The customer must refrain from actions that would compromise the Equipment's functionality during the hire period and must not attempt Equipment repairs.
- i. Any breakdown or unsatisfactory Equipment performance must be promptly reported to the Company.

6. INSURANCE

- a. The customer agrees to reimburse the Company for the complete replacement cost of any Equipment declared a total loss (lost, stolen, or irreparably damaged).
- b. In cases of total loss, the customer will incur charges at the full daily rate, along with consequential losses, until the Equipment is replaced or fully paid for.
- c. The customer is responsible for insuring the Equipment to cover the aforementioned liabilities.

7. OWNERSHIP, LEASING RIGHTS AND UNDISTURBED POSSESSION

- a. The Equipment remains the property of the Company and will continue to be so.
- b. The customer must not encumber, pledge, or use the Equipment as collateral in any manner.
- c. The Company warrants that the customer possesses the right to hire the Equipment under the conditions outlined in this Agreement.
- d. As long as no Default Event has occurred, the Company pledges not to disrupt the customer's peaceful possession or unrestricted use of the Equipment for its intended purpose.

8. TERMINATION OF HIRE

- a. The Company retains the right to immediately terminate the contract and reclaim the Equipment if the customer breaches these terms.
- b. Such termination does not negate the Company's entitlement to recover owed amounts, consequential losses, or damages due to breach.

9. EQUIPMENT AVAILABILITY

- a. In the rare instance that the specified Equipment on the invoice, contract, or hire form is unavailable, the Company agrees to provide suitable Equipment for the original purpose, subject to the customer's agreement.

10. UNFORESEEN CIRCUMSTANCES

- a. In the event is postponed due to unforeseen circumstances, then the project will be paused for up to 6 months. All committed resources, up until the original date of cancellation/postponement will be charged, such as staffing costs, accommodation, sub-hired equipment. All other charges, such as internal equipment charges, or any costs that can be recouped will not be charged, will only be charged if the original project does not proceed within the 6 months. This does not supersede the right of the Company in section 3.e.

11. AGREEMENT

- a. You agree to these terms and conditions upon accepting the quotation, the work proceeding, or equipment being collected..