

RENTAL TERMS AND CONDITIONS

1. Quotations

- 1.1. All quotations are valid for one month unless otherwise stated
- 1.2. All hire equipment; facilities and crew are provided on a first-come-first-served basis thus we would encourage customers to book as early as possible for preferred equipment and personnel.
- 1.3. EPS will not assign equipment or crews to a job until the Hirer or a representative of the Hirer has given a booking confirmation.

2. Period of Hire

- 2.1. The period of hire is defined from the time when the equipment is collected from EPS or delivered to the venue until the equipment is collected from the venue by EPS or returned to EPS by the hirer.

3. Confirmation of Booking

- 3.1. Bookings cannot be confirmed without receipt of the following:
 - 3.1.1. Hirer's name and authority / position
 - 3.1.2. Dates and duration of hire
 - 3.1.3. Collection / delivery / return details
 - 3.1.4. Customer organisation or event name
 - 3.1.5. Customer order reference and full invoicing details
 - 3.1.6. Customer contact details, including postal address, landline, mobile and email
 - 3.1.7. Venue address or tour details
 - 3.1.8. Purchase Order
 - 3.1.9. Deposit Payment

4. Equipment

- 4.1. Accessories and Components: Where appropriate, we will supply spare fuses and lamps for equipment at the start of the hire. It is a condition that any failed / replaced items must be returned with the equipment at the end of hire. If not returned, you will be charged for the spares as new.
- 4.2. Damaged Equipment: Any noted external damage to an item will be recorded prior to hire and the hirer's attention will be directed to it. Any new damage to equipment upon return will be assessed and charged to the customer.
- 4.3. Substitutes and Upgrades: Where a substitute is necessary, it will be for equipment of the same or better specification. EPS reserves the right to subcontract part or the entirety of the order and to assign or otherwise deal in anyway whatsoever with its interest in the equipment and in the agreement.
- 4.4. Variation to Hire: Additions to equipment specifications can usually be accommodated if advised prior to 1 clear working day before the Period of Supply. Deletions to equipment on bookings are treated as cancellations and may incur a charge. Changes to required dates after a confirmed booking may incur charges and may render equipment and crew unavailable on revised dates.
- 4.5. Equipment Care: Hire customers are deemed to have undertaken a Duty of Care towards all equipment that has been hired from EPS. EPS expects to have all equipment returned in a similar condition to when it was supplied. The following courtesies should be noted:
 - 4.5.1. Cables: *They are supplied individually coiled and taped with PVC (electrical insulation tape). Please return in the same condition without twists, in a clean condition and taped using only PVC tape.*
 - 4.5.2. Connectors: *Plugs, sockets or other forms of connectors should not be replaced or removed from EPS equipment unless specific authorisation has been received and noted in writing.*
 - 4.5.3. Cases and Packaging: *Flight cases and other equipment packaging, wrappings and covers should all be returned in the same condition as supplied.*

- 4.5.4. Decking & Props: *Decking should be returned in a clean condition with all tape and marks removed.*
- 4.6. Competencies and Protection: EPS assumes that any equipment on hire will be used or operated by a person competent to do so.
- 4.6.1 The hirer shall assume full responsibility for ensuring that all and any equipment on hire from EPS is installed and operated in accordance with prevailing regulations including but not limited to Health and Safety; Electrical Safety; Lifting and Working at Height.
- 4.6.2 The Hirer is deemed to have agreed to cover EPS against any and all damages and consequential claims, loses, liabilities and legal costs arising from any accident or default involving equipment hired from EPS.
- 4.7 Cleaning and Servicing Charges: Any piece of hire equipment returned to EPS in an unreasonable state due to poor cleanliness or poor handling / abuse, will likely incur a service fee up to or in excess of the replacement cost of the equipment. Such fees shall be charged from or against pre-authorised deposit amounts or charged to standing accounts.
- 4.8 Faulty equipment: Whilst all our equipment is routinely checked visually, electrically and mechanically prior to being supplied on hire, faults can occasionally arise afterwards e.g. in transit or upon first power-up. In this unlikely event, EPS will endeavour to replace the faulty items as swiftly as possible without additional charges either with an identical item or with a similar substitute. Should this not be possible, charges applicable to the faulty item will be credited.
- 4.9 Insurance: Whilst any piece of EPS equipment is in the care of the hirer, they shall be absolutely responsible for the safe-keeping, safe usage and insurance of the equipment against loss, damage and all risks for its full replacement cost as advised in the Rental agreement.

5. Payment

5.1. Terms:

- 5.1.1. Fullpayment of the contracted amount due in advance of goods / services for new customers.
- 5.1.2. Payments for Trade Accounts due on individualaccount terms.
- 5.1.3. In the event that cleared funds are not received on or before the due payment day EPS reserves the right to re-allocate or withdraw equipment, crew and services without notice. Allpayments are to include VAT at the prevailing rate.

5.2 Methods: Payment can be made by Cash, Cheque or BACS. The following specific terms apply:

- 5.2.1 Cash: Cash payments are only acceptable for gross order values below £1000.00
- 5.2.2 A refundable cash deposit equal to the equipment value may be requested
- 5.2.3 Cheque: Cheque payments must be cleared funds before any equipment is released for use or crew authorised to commence work. Cheques are not acceptable as deposits
- 5.2.4 Bank transfers: Bank transfer payments must be cleared funds before any equipment is released
- 5.2.5 Debit and credit cards: Debit and credit cards will be pre-authorised for deposit amounts
- 5.2.6 Trade accounts: Trade accounts may be applied for and operate on a strict 14 or 30 day net basis. Additional Terms and Conditions apply

5.3 Refund and Credit: Refunds and credits will only be considered where failure of equipment can be shown due to incorrect preparation or EPS has failed to supply the agreed equipment for the required period of hire.

6. Recording

- 6.1. Recordings made using EPS equipment is only worth the amount in which it is charged.
Recordings that have failed due to EPS recording equipment are only creditable against the fee charged for recordings and not against the equipment.

7. Cancellation

- 7.1. The customer or an authorised agent must give cancellation of any confirmed booking in writing.

Without prejudice to any other right or remedy available to EPS in the event of cancellation of a confirmed production booking, EPS reserves the right to make a cancellation charge on a sliding scale as follows:

- 7.1.1. Cancellation 56–29 days prior to Period of Supply – 20% of contracted amount
- 7.1.2. Cancellation 28–15 days prior to Period of Supply — 50% of contracted amount
- 7.1.3. Cancellation 14 days or less prior to Period of Supply — 80% of contracted amount
- 7.1.4. Where cancellation is received within 24 hours of commencement of a confirmed Period of Supply EPS reserve the right to charge the full contracted production fee.

8. Delivery/ Collection & Return

- 8.1. Upon delivery to the hirer, or collection from EPS, the hirer is required to provide two forms of identity with name and address shown. These must be original documents, not photocopies, and could be bank statements, driving Licence, utility bills etc. Customers may request delivery and collection from the site at an extra charge.
- 8.2. Equipment will be held for the customer until the end of the booked period of hire. We reserve the right to not actively remind the customer of collections and delivery dates. Failure to collect will incur a charge as if the hire did take place. Late returns will be charged at a daily rate.
- 8.3. Equipment should be returned to EPS by midday the first working day following the period of hire. Working hours are available on our website and special out of hours delivery / collections may be requested but not guaranteed.

9. Restrictions and Exceptions

- 9.1. Right to refuse Hire: EPS reserves the right to refuse hire or service without explanation.
- 9.2. Sub-hire: The hirer is strictly prohibited from sub-hiring any equipment without prior written agreement.
- 9.3. Geographical location: Unless prior agreement in writing, all equipment supplied is for use in the UK.
- 9.4. Unacceptable risk: EPS reserves the right to withdraw all or any equipment or service on site prior to the end of the agreed Period of Supply if it has reason to believe that either equipment, crew or other persons are exposed to unacceptable risk for reasons beyond its control.

10. Force Majeure

Should EPS be delayed or unable to complete the full delivery or part of the agreed hire by Act of God, civil disturbance, riot, act of terrorism, requisitioning, Government or Parliamentary restrictions, prohibition or enactment of any kind, import or export regulations, strike, lockout, trade dispute, difficulty in obtaining services or materials, breakdown or failure of machinery or tools, fire, flood, drought, accident acts of civil or military authority; wars; riots; strikes; and sabotage, EPS shall be entitled to cancel or suspend the agreement without incurring any liability for any loss or damage resulting there from.

11. Governing Law and Mediation

The Contract and these conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts. All disputes that may arise in connection with the Agreement shall be submitted to an agreed mediator.

12. Variation and amendment to Terms

The Agreement is subject to these Conditions, which supersede all previous communications, representations and agreements whether written or oral. No additions or alterations to these Conditions shall be binding on EPS unless agreed to in writing and signed by an authorised representative of EPS. Any terms and conditions proposed by the Hirer shall only apply if the same have been agreed by or on behalf of EPS in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.