



## Terms of Hire – Mark SG Enterprises Ltd

### 1. Contract

Mark SG Enterprises and its brand UV Gear, hereafter referred to as 'the company', will submit a quotation with the terms and conditions of hire which the Hirer shall accept in writing forming a contract. In the absence of a written quotation, the verbal acceptance of goods received for hire or purchase will be deemed a contract and acceptance of the terms and conditions contained herein. This document is the definitive Terms & Conditions of hire document and will take precedence over any other terms stated or implied elsewhere.

### 2. Hire Period

The Hire Period means the period for when the sound/lighting equipment is ready and available for use and its safe return to the company's offices.

### 3. Venue

The company's quotation for hire charges is made on the assumption that the site on which the equipment is to be erected is the complete responsibility of the Hirer and is suitable for the safe use of the equipment provided. The company shall not be liable for any loss damage or expense resulting from any issues arising from the site and the unsafe erection and use of the equipment at site.

### 4. Damage Liability

The company shall not be under any liability whatsoever to make good any damage to the site nor shall the company be under any liability whatsoever in respect of damage to fixtures fittings, cables or other services on or around the site or otherwise concealed or any consequential loss resulting from such damage.

### 5. Payment

The company reserves the right to charge a refundable deposit of £50 minimum per contract to confirm the booking; the balance will be payable 21 days prior to the event. Deposit and hire payment is to be made by credit card. The company requires the right to hold credit card information until the safe return and inspection of the hire equipment.

### 6. Loss/Damage

The Hirer is wholly responsible for all equipment on hire from the time of delivery until the return to our premises. The Hirer will be responsible for the safe custody of the company's property on the site and will make good to the company all loss or damage to the company's

property or equipment hired or used on the site including breakages, damage and loss due to theft or burglary, unless it be proved that such loss or damage be caused by faulty material or workmanship or negligence on the part of the company. Re-hire is not allowed by the Hirer. We cannot accept any items in place of those supplied. Goods at all times remain the property of the company.

#### 7. Third Party Liability

The company will not be responsible for, and the Hirer will indemnify the company against all claims for injury to persons or loss of or damage to property howsoever caused unless it is proved that such injury or damage be caused by faulty material or workmanship or negligence on the part of the company.

#### 8. Site Attendance

The hire charges do not include attendance by the company's staff unless previously arranged in writing. Please note that additional charges for attendance apply.

#### 9. Site Permissions

The Hirer is responsible for giving notice to or obtaining all necessary permits from any authorities who are or may be concerned and must make application where to the planning authority, police, fire service, and any similar authority or organisation.

#### 10. Sound Levels/High Sound/Flashing Images, Strobing& images of brief duration

Levels of high levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. The company cannot accept liability for any individual's failure to stay at a safe and appropriate distance from loudspeakers or failure to protect hearing. It is the responsibility of the Hirer to ensure the safety, with regards to hearing, of the general public. Where appropriate you may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected. The company cannot accept any responsibility for issues arising from photo-sensitive epilepsy or such related conditions when using any of the companies lighting equipment and lighting effects. It is the hirers sole responsibility to ensure adequate verbal and if appropriate text warning at the start of events.

#### 11. Force Majeure

While every effort will be made by the company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the company consequent upon act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the company. In the case of extreme bad weather the company reserves the right to cancel the contract if the weather would cause damage to the equipment outside.

#### 12. Contract Cancellation/Termination

In the event of the Hirer cancelling the contract after a firm order has been placed, charges will be levied as follows:

More than 14 days to hire - 25% of hire charge

7 to 14 days to hire - 50% of hire charge

Less than 7 days to hire - 100% hire charge

Signed by the Hirer...../Print Name  
.....

Signed by Mark SG Enterprises Ltd...../Print  
Name.....

Date.....

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