

## Terms and Conditions for Equipment Hire

### 1. Definitions

1.1 "We", "Us", "Our" refers to MM Sound and Lighting Ltd, its authorised representatives, agents, and employees.

1.2 "You", "Your", "Hirer" refers to the individual, firm, or organisation named in the hire agreement or order confirmation.

1.3 "Equipment" encompasses all items, goods, materials, and accessories provided by us under this hire agreement.

1.4 "Hire Period" means the duration specified in your order confirmation from the commencement date and time to the specified end date and time.

1.5 "Dry Hire" refers to Equipment hired without our personnel's attendance, operation, control, or supervision.

1.6 "Engineered Hire" refers to Equipment hired with our direct attendance, operation, and supervision.

1.7 "Force Majeure Event" includes events beyond our reasonable control such as pandemics, government actions, strikes, lockouts, riots, war, terrorism, extreme weather, natural disasters, or significant equipment failure.

### 2. Contract Formation

2.1 All hire requests must be made by email, phone, or in person. Verbal orders must be confirmed in writing.

2.2 A binding contract forms upon our issuance of a written order confirmation and your acceptance of these terms.

2.3 Quotations are valid for 14 days from the issue date unless otherwise stated.

2.4 Marketing materials or brochures are illustrative only and do not form part of the contract.

### 3. Authority and Responsibility

3.1 You warrant authority to enter this agreement on your organisation's behalf and indemnify us against any losses arising from misrepresentation of authority.

#### **4. Hire Charges and Payment**

4.1 Charges will be fully detailed in your quotation, including delivery, installation, collection, insurance, and incidental fees as applicable.

4.2 A non-refundable deposit of 50% (or as otherwise stated) is payable upon booking. Full payment or balance is required before Equipment delivery or collection unless explicitly agreed otherwise.

4.3 Payments can be made by cash, cheque, or BACS. Late payments will attract interest at 8% above the Royal Bank of Scotland's base rate plus statutory debt recovery costs.

4.4 We reserve the right to invoice separately for Equipment and services provided. Invoices are due immediately upon receipt.

#### **5. Delivery and Collection**

5.1 Delivery and collection will be within the UK mainland. A responsible adult must sign for receipt of Equipment.

5.2 You must inspect Equipment upon delivery and notify us of any defects or discrepancies in writing within 24 hours. Failure to notify implies acceptance of Equipment in good condition.

5.3 Costs arising from failed deliveries or collections due to your actions or omissions will be chargeable to you.

5.4 Additional delivery costs such as parking fines or toll charges incurred are recoverable from you.

#### **6. Installation**

6.1 Installation charges and services will be specified in your quotation. You must provide safe, suitable, and timely access to the installation site.

6.2 Installation sites must comply with all relevant health and safety regulations. Non-compliance may result in suspension or cancellation without refund.

6.3 The Client shall ensure the venue meets all specified requirements, including access, power supply, suitable structure, weatherproofing, and working conditions.

6.4 MM Sound and Lighting Ltd reserves the right to suspend or terminate installation or operation if, in our opinion, the venue is unsafe or non-compliant.

6.5 For Dry Hires, you must ensure competent and appropriately qualified personnel are used for setup and operation.

6.6 You are responsible for obtaining all permits, licenses, and approvals necessary for the event, including performance, copyright, health and safety, and council permissions.

## **7. Risk, Title, and Insurance**

7.1 Risk in the Equipment passes to you immediately upon delivery or collection, regardless of whether the hire is a Dry Hire or an Engineered Hire. You are responsible for the safekeeping, protection, and use of the Equipment throughout the Hire Period.

7.2 You must maintain, at your own expense and for the duration of the Hire Period:

(a) "All risks" insurance for the full replacement value of the Equipment, including cover for theft, loss, damage, fire, flood, and accidental damage; and

(b) Public liability insurance of no less than £5 million to cover injury or damage to third parties or property arising out of or related to your event or use of our Equipment or services.

7.3 This requirement applies to both Dry Hire and Engineered Hire arrangements.

7.4 You must provide evidence of such insurance on request, and ensure MM Sound and Lighting Ltd is noted as a loss payee on Equipment cover policies.

7.5 We reserve the right to withhold delivery or suspend services if adequate insurance is not in place.

## **8. Your Obligations**

8.1 Equipment must be used safely, as per our and manufacturers' guidelines, and only for its intended purpose.

8.2 Personnel using Equipment must be adequately trained and competent.

8.3 Equipment must be maintained in good condition, with immediate written notification to us of any loss, damage, or malfunction within 24 hours.

8.4 Equipment must be returned clean, properly packed, with cables neatly coiled and taped. Additional charges apply for non-compliance.

8.5 You are responsible for routine maintenance and minor repairs unless otherwise agreed explicitly in writing.

8.6 You must comply fully with applicable health, safety, environmental, and regulatory requirements for Equipment use and disposal of consumables (e.g., batteries).

8.7 You must provide adequate security to protect the Equipment from theft or damage when not under our direct supervision.

## **9. Equipment Inspection Rights**

9.1 We reserve the right to inspect hired Equipment at any point during the Hire Period, given reasonable notice.

## **10. Customer Default and Remedies**

10.1 Events of default include:

- Misuse or abuse of Equipment
- Failure to pay invoices on time
- Breach of safety, environmental, or regulatory obligations
- Material misrepresentation regarding intended Equipment use, location, or conditions
- Insolvency, bankruptcy, or inability to pay debts

10.2 Upon customer default, we may terminate the hire agreement immediately, repossess Equipment, and recover costs and losses incurred. You authorise us to enter premises where Equipment is located.

10.3 All outstanding payments become immediately due upon termination. Late payments will accrue interest and debt recovery costs.

10.4 We may suspend services or withhold further delivery pending resolution of any breach.

## **11. Cancellation**

11.1 Cancellation charges:

- 8 weeks or more: 25% of total hire fee
- 6 weeks or less: 50%
- 4 weeks or less: 80%
- 2 weeks or less: 100%

11.2 Cancellations must be communicated in writing.

11.3 Postponements are treated as cancellations unless expressly agreed otherwise.

11.4 Deposits are non-refundable under all circumstances except where we cancel the agreement.

## **12. Force Majeure**

12.1 Neither party shall be liable for delay or failure in performing obligations due to Force Majeure Events.

12.2 If a Force Majeure Event occurs, both parties will use reasonable efforts to reschedule. If rescheduling is not possible, we may deduct costs incurred and refund the balance.

### **13. Intellectual Property**

13.1 All intellectual property rights in our designs, layouts, software, documentation, and services remain ours.

13.2 You are granted a limited, non-transferable licence to use such materials solely for the agreed event.

13.3 You warrant that you have the rights to all content (e.g., logos, video, music) you supply to us, and you indemnify us against any third-party claims arising from use of that content.

13.4 Any content or recordings created by us remain our property unless agreed otherwise in writing.

### **14. Data Protection and Confidentiality**

14.1 Both parties will comply with all applicable data protection legislation.

14.2 Both parties will keep confidential all sensitive or proprietary information exchanged under this agreement.

### **15. Temporary Structures and Staging**

15.1 Technical drawings or designs provided are illustrative only. We accept no responsibility for structural integrity or installation unless explicitly contracted.

15.2 You or your appointed third party must ensure compliance with health, safety, and construction regulations for temporary structures and obtain Section 89 permissions under the Local Government Act (Scotland).

15.3 Structural assessments, risk assessments, and certifications must be carried out by qualified professionals appointed by you.

15.4 We accept no liability for any defects, injuries, or damages related to temporary structures or staging, including their construction, use, and dismantling.

### **16. Promotional Usage**

16.1 Unless you notify us in writing before the event, you consent to us photographing and/or video recording installations for promotional use.

16.2 We may use images including client branding for our website, portfolio, and social media.

16.3 We will not disclose sensitive commercial or attendee data and will avoid capturing identifiable individuals unless the event is public.

## **17. Venue and Operational Requirements**

17.1 You are responsible for ensuring the venue complies with our stated requirements regarding access, power, structure, loading, and working conditions.

17.2 You must inform us of any venue restrictions, including union requirements or access limitations, before confirmation of booking.

17.3 We reserve the right to suspend or cancel services if minimum requirements are not met or conditions are unsafe.

## **18. Notices**

18.1 All legally binding notices must be sent by email or registered/tracked post. Receipt will be confirmed upon delivery.

## **19. General**

19.1 We may subcontract obligations without prior notice or consent.

19.2 If any provision of this agreement is found invalid or unenforceable, the remaining clauses remain fully effective.

19.3 These terms and conditions supersede any previous agreements or representations.

19.4 This agreement is governed by Scots Law, with disputes subject to the exclusive jurisdiction of the Scottish Courts.