

## **HIRE TERMS & CONDITIONS**

- 1] The contract is made between DJ Mark Louisy trading as 'Book A Party DJ' and **CLIENT NAME**.
- 2] The hirer is the person named on the booking confirmation form, and declares that he/she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. If they are entering into this agreement on behalf of a company or organisation that they have full authority to do so, and that we are advised if the company or organisation has limited liability, failure to do so will render the hirer personally liable for any outstanding costs, charges or fees.
- 3] The hire booking confirmation form will usually be sent via email, When it is received it should be carefully checked to make sure all details are correct, and if possible it should be printed off, signed by the hirer and returned to us without delay, either via e-mail, post or in person.
- 4] By providing the information required on the booking form and paying the deposit you are agreeing to all our terms & conditions of hire.
- 5] All deposits paid to us to secure a booking are non-refundable.
- 6] If cancellation is made less than 14 days prior to the commencement of the hire then the full hire fee is due, even if you have only paid a deposit. If cancellation is made more than 14 days prior to the commencement of the hire you will not receive a refund of the deposit you have paid, but that will be the limit of your liability to us. It is important that cancellation is made to us in writing, and you receive written confirmation from us that we have received your instructions. Failure to do this may result in the full hire fee becoming due as though you had not advised us of the cancellation at all.
- 7] All balances are payable prior to the equipment being made available for hire. Account holders see clause 32.
- 8] The hirer must provide 3 forms of personal identification, one of which should be a current UK photo driving licence or British Passport. We also require 2 other forms of positive ID which can be two current utility bills, or debit/credit card statement confirming your name & address. You must also pay the damage deposit as a security against any damage to the equipment whilst it is in your care. The identification must be that of the person named on the hire booking confirmation form. Any other person's identification is not acceptable.
- 9] Unless specified, hire charges are based on a minimum period of one day, or part thereof, irrespective of whether the equipment is in use or not.
- 10] Any equipment returned after the booked return date, and without advising us prior to the expiry of the booked return date will be charged at a minimum of one complete day's extra hire fee, regardless of the original hire period. If for any reason you are unable to return the equipment on time you must advise us immediately
- 11] The hirer undertakes either to insure the equipment for the full replacement value at their own expense, or to accept full personal liability for the full value of any losses or damage caused to the equipment when it is in their possession & away from the premises of DJ Mark Louisy trading as 'Book A Party DJ'. Whether insured or not, the hirer is responsible for the full replacement cost of all the equipment on hire to them, including all cables, spares and accessories. A valuation is available on request.
- 12] All hired equipment remains the absolute property of DJ Mark Louisy trading as 'Book A Party DJ' at all times.
- 13] The hirer undertakes to keep and return equipment in good order and condition. Any equipment returned in a dirty condition may incur a cleaning charge.
- 14] DJ Mark Louisy trading as 'Book A Party DJ' reserve the right to charge for repair or replacement of any equipment damaged lost or stolen, howsoever arising, during the period of hire. The hirer's liability is for the full replacement value of the equipment and any cables.
- 15] Any equipment damaged, lost or stolen during the hire period will remain on hire and chargeable at the same daily price until all repairs are complete and paid for in full, or the equipment has been replaced by the hirer paying for the replacement of all lost, stolen or damaged equipment and the equipment is again available for further hire.
- 16] Equipment will be deemed to be on hire until any invoice for repairs or replacements, relating to that equipment, have been paid for in full by the hirer.
- 17] All spares, including blown lamps must be returned for inspection, or they may be charged for.
- 18] The hirer assumes responsibility for the replacement of all lamps which fail under normal working conditions, but any dead lamps must be returned to us for inspection or they will be charged for. Spare lamps will normally be supplied by us for the purpose of replacement if required during the hire period.
- 19] DJ Mark Louisy trading as 'Book A Party DJ' will always attempt to provide the hire equipment that has been ordered. However we do reserve the right to provide substitute equipment should the need arise. We also reserve the right to terminate this contract without liability to us if for any reason we are unable to supply the hire equipment which has been ordered. In the unlikely event of us not being able to fulfil the booking, all monies paid to us by the hirer will be refunded. If any individual items cannot be supplied a full refund for those items will be made, or suitable alternative equipment will be supplied, but this will be the limit of our liability in this regard.
- 20] In the event that the hired equipment is faulty, DJ Mark Louisy trading as 'Book A Party DJ' shall not be liable for any consequential loss or damage whether financial or otherwise, arising there from. Should we not be able to fulfil the booking all monies paid to us by the hirer will either be refunded, or a credit issued at our sole discretion, but this will be the limit of our liability.
- 21] Connectors must not be removed from equipment. We reserve the right to charge for refitting, or inspecting, any connectors found to have been removed, or tampered with. No equipment must be modified in anyway whilst on hire.
- 22] Failure to return any cable coiled and taped may result in a charge for doing so being made.
- 23] Packing supplied with equipment must be returned, or it will be charged for.
- 24] If you collect equipment from us or the door stop delivery option has been requested where no setup of equipment is provided by us (when applicable), all hired equipment should be installed by a competent person. DJ Mark Louisy trading as 'Book A Party DJ' cannot accept any responsibility for damage done to personnel, property or equipment in this regard whilst it is on hire. If you do encounter a problem or are not sure how to complete your set up then you must call us immediately for assistance. Failure to contact us will result in us not being able to offer you a refund for faulty equipment or for equipment not working due to being set up incorrectly.
- 25] DJ Mark Louisy trading as 'Book A Party DJ' will endeavour to meet any agreed delivery times & conditions, but

cannot accept responsibility for any delay in delivery or collection howsoever caused. Normal delivery and collection times are between 10-00am & 4-00pm Monday to Sunday, although distance & geographic location & traffic may restrict these times. Deliveries & collections can be made outside these times at additional cost, but all the above are subject to availability. If TBA or TBC is recorded in the delivery/collection clause on our booking confirmation the above conditions will still apply. The hired equipment is entirely the responsibility of the hirer until it is collected by us, or returned to us.

26] The Hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws or regulations.

27] DJ Mark Louisy trading as 'Book A Party DJ' gives no warranty that goods supplied for hire are fit for the hirer's purpose or purposes, or that any fluid used in any of our snow, foam, smoke or bubble machines, whether supplied by us or not, will not damage flooring, furnishings, clothing or any other material, either during use, or through leakage. The hirer warrants that they have satisfied themselves that the goods will be fit for every purpose for which they require them, and that they do not rely on any skill or judgement of DJ Mark Louisy trading as 'Book A Party DJ' in this regard.

28] All quotations are made by DJ Mark Louisy trading as 'Book A Party DJ' without obligation, and we reserve the right at any time to vary any quotation or part thereof, or to refuse acceptance of any order without assigning any reason for such refusal, although once the deposit has been paid the price will be fixed.

29] DJ Mark Louisy trading as 'Book A Party DJ' reserves the right to inspect all hired equipment at any time during the hire period.

30] Where a Customer has Terms and Conditions covering purchasing and hiring that conflict with the Terms and Conditions of DJ Mark Louisy trading as 'Book A Party DJ' then the Terms and Conditions of DJ Mark Louisy trading as 'Book A Party DJ' shall take precedence unless specifically agreed in writing by DJ Mark Louisy trading as 'Book A Party DJ'.

31] We will exercise our statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms, subject to clause 7 for non account holders.

32] Where a delivery or collection cannot be completed because of a lack of access to the venue the hirer shall still be liable for all agreed charges, and for any additional costs incurred in completing the delivery or collection.

33] Failure to dismantle equipment booked on a door step delivery & collection service, and have it packed ready for collection at the end of a hire period may lead to extra charges which may include extending the hire period until dismantling and packing has taken place and the goods are collected by us and returned to our store.

34] DJ Mark Louisy trading as 'Book A Party DJ' reserve the right to change these terms & conditions at any time, and without notice.

35] All hired equipment must be used for the purpose for which it was intended by the manufacturer.

36] At our discretion we may take a security/damage deposit by cash prior to the commencement of the hire, cheques will not normally be accepted for the deposit. The security/damage deposit will be refunded upon the safe return of all the hired equipment. The amount of the security/damage deposit will vary depending on what is being hired, but will be advised to the hirer either when an enquiry is being made, or when a booking is confirmed. The amount of the security/damage deposit is arbitrary and does not limit your liability, which is for the full replacement cost of any loss, or any costs incurred by us in repairing equipment that has been damaged during the hire period. If for any reason a security/damage deposit is not taken prior to the equipment being made available for hire, then any loss or damage incurred during the hire period will be invoiced for payment of the hire fees. If we are unable to obtain payment then we reserve the right to issue legal proceedings against the hirer for default. Should this be necessary a county court judgement may be obtained and registered against them which will make it far more difficult for them to obtain credit in the future.

37] We may terminate the hire:

38.1] if you fail to pay on the due date all monies due and owing or within 28 days;

38.2] misuse the equipment or fail to take reasonable care of it;

38.3] are in breach of any term or condition;

38.4] if you do any act or thing which, in our sole opinion, may jeopardize our rights in equipment or any part;

38.5] if we consider your ability to pay the monies due may be impaired.

39] The terms above, and the contract to which this document relates, shall in all respects be construed and operate in accordance with English law.

#### Cooling off period

If having read our terms and conditions and within 24 hours of paying the deposit you wish to cancel, you may obtain a full refund of all monies paid less a £10.00 administration fee. This condition does not apply if you make your booking within 14 days of the commencement of the hire period, where upon the full hire fee will be due.

***Thank you for your business!***