

## **Red Occasions Ltd – Event Terms & Conditions**

Date of Issue: 01/01/2020

This issue supersedes all previously dated Terms & Conditions

## **1. Definitions and Law:**

1.1. In these terms and conditions the following words shall have the following meanings:

1.1.1. "The company", Red Occasions or any part thereof.

1.1.2. "The equipment" shall mean goods, materials, components and services hired or sold by Red Occasions Ltd or any part thereof.

1.1.3. "Goods" shall mean any goods and/or materials which Red Occasions Ltd is to supply to the customer (including any of them, or any part of them).

1.1.4. "Services" shall mean any works and/or services which Red Occasions Ltd is to supply to the customer (including any of them or any part of them).

1.1.5. "The customer", "the client", and "the hirer" is the person, business, corporate or public body hiring or purchasing the equipment. Any person purporting to act on behalf of the customer shall be bound by the contract.

1.1.6. "Consequential loss" shall mean loss of profits, contracts or other consequential loss or damage whatsoever.

1.1.7. "Conditions" shall mean these terms and conditions and any special conditions.

1.1.8. "Special Conditions" are any special terms and conditions applicable to the hire contract identified as being special conditions and appearing within the company quotation to the customer.

1.1.9. "Contract" and "Hire Contract" shall mean the contract between Red Occasions Ltd and the customer for the hire and/or sale of goods and/or services to the customer, comprising of these terms and conditions, special conditions and any other documentation referred to in the company quotation.

1.1.10. "Interest" shall mean interest calculated in accordance with clause 4.1.

1.2. The Hire Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts.

1.3. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

## **2. Production and Hire Terms:**

### **2.1. Quotations, Orders and Order Confirmations**

2.1.1. Quotations issued by the company are valid and open for acceptance within 30 days from the date of issue, unless stated otherwise in the quotation.

2.1.2. Orders issued by the customer shall only bind the company and the customer when confirmed in writing by the company.

2.1.3. If conditions relating to the delivery, collection, quantity, price or payment terms or other matters stated in the company's order confirmation vary from the

customer's order or acceptance of quotation and the customer does not wish to accept the variations, then the customer must notify the company to that effect in writing within 5 working days from the date of order confirmation. Failing which, the customer shall be deemed to have accepted all the terms and conditions, which shall commit a binding commitment between the parties.

### **2.2. Charges**

2.2.1. Hire charges commence from the date stated in the Hire Contract and are payable for the period of hire.

2.2.2. Equipment must be returned by midday on the date specified in the Hire Contract in a clean and fully working condition.

2.2.3. Additional charges accrue at the full daily hire rate together with any consequential loss in the event of the breach of these conditions or the equipment not being available for use by the company or other customers.

2.2.4. All cables must be returned coiled and taped in the same clean condition as that in which they were received. Failing which, a default charge of £2.00 exc. vat per cable will be made to the customer for the re-coiling of each cable.

2.2.5. All cables supplied on cable drums must be returned coiled neatly on the supplied cable drum. Failing which, the replacement cost of the cable drum will be made to the customer together with the default re-coiling charge as detailed in clause 2.2.4.

2.2.6. All trussing must be returned in individual sections with eggs or spigots bolted in one end of each section, (i.e. in the same condition as that in which received). Failing which, the customer shall be deemed to have accepted a charge of £30 exc. vat per hour or part thereof that is required to dismantle and sort the returned truss.

2.2.7. All missing or damaged bolts, pins, R-Clips or C-clips will be charged to the customer at the following rates:

a) £2.00 exc. vat per Bolt, Nut & 2 washers, or part thereof.

b) £4.00 exc. vat per Litebeam pin & R-Clip, or part thereof.

c) £6.00 exc. vat per C-clip.

2.2.8. All soiled drapes or stage drapes that are not returned in the same clean condition as that in which they were received will incur a charge of £30 exc. vat per drape to the customer for the cleaning of any soiled drapes. If damaged and drapes require more than cleaning please refer to clause 2.12.2.1.

2.2.9. All luminaries are supplied fitted with operational lamps and packed with spare lamps. These spare lamps and any lamps that the customer replaces must be returned to the company with the equipment hired. Failure to do so will result in a default charge of the current list price of each lamp not returned.

2.2.10. All charges are payable on demand.

### **2.3. Hire Period**

2.3.1. The hiring period commences at 12:00 hrs on the date as specified in the order confirmation and hire contract.

2.3.2. The hire period terminates at 12:00 hrs on the last date of the hire period as specified in the order confirmation and hire contract.

2.3.3. All equipment remains the sole property of the company for the duration of the hire period and must be surrendered to a representative from the company upon request.

### **2.4. Permission to enter Hire Contract**

2.4.1. The signatory to the hire contract warrants that they are duly authorised on the customer's behalf to enter into the contract and hereby personally indemnifies the company against all losses and costs that may be incurred by the company if this is not the case.

2.4.2. Where the customer has not been granted account facilities, one form of pictorial ID will be required. The company will only accept a valid driving license or valid passport, which may be retained by the company for the duration of the hire period.

2.4.3. Where the customer has not been granted account facilities, a recent utility bill will be required to confirm the name and address as provided on the pictorial ID required, (see clause 2.4.2).

### **2.5. Payment**

2.5.1. Where account facilities have been granted to the customer in writing, all hire fees and charges must be paid within 14 days of the invoice issue date.

2.5.2. Where no account facilities have been granted to the customer in writing, each payment must be made by the required payment date as specified within the company quotation and/or company order confirmation. Should the company quotation and order confirmation not specify any payment date(s) then by default the following applicable payment terms apply:-

2.5.2.1. A) For all Dry Hires: A 50% booking deposit must be received when the customer is placing their order. The remaining balance due must be received in full, in advance of, or at the time of collection.

2.5.2.2. B) For Assisted Dry Hires, Productions and Events: A 40% booking deposit must be received when the customer is placing their order. The remaining balance due must then be settled in full and no later than 30 days prior to the quoted delivery date.

#### **2.5.3. Damage Deposits:**

2.5.3.1. Where no account facilities have been granted, a damage deposit of £200 must be paid to the company prior to or upon collection of the equipment. In the cases where the total quoted hire fee exceeds £1000 (inc. vat) then the damage deposit required will not be £200;

instead it will be equal to 20% of the total quoted hire fee rounded to the nearest whole £10. (E.g. A hire fee of £1277.60 shall require a damage deposit of £260.00).

2.5.3.2. The damage deposit will only not be returned to the customer after the hire period should any equipment be returned damaged, lost or stolen, at which point the difference between the damage deposit and the cost of repair/replacement shall be refunded or invoiced to the customer as appropriate.

2.5.3.3. The damage deposit must be either cash or bank transfer. Alternatively, if payment for the hire fee is made by either Credit or Debit card then the damage deposit is not required; Instead the company retain the Credit or Debit card details for the duration of the hire period.

Customer payment card details will only be used after the hire period should any equipment be returned damaged, lost or stolen, at which point the customer will be informed of the repair/replacement cost, which will then be debited from the Credit or Debit card that the customer used to pay for the hire fee.

2.5.3.4. The company reserves the right to withhold the damage deposit or customer payment card details for up to 31 days after the last hire date in order to facilitate further equipment testing after return of the hired equipment should it be deemed necessary. Furthermore, the company reserves the right to retain the customer payment card details for longer than 31 days if the company and customer are in on-going communication awaiting the repair/replacement cost to be calculated.

2.5.4. Cheque payments must be received by the company an additional 7 days prior to the payment date specified on the company quotation in order to allow payment to clear prior to the required payment date.

2.5.5. Where no account facilities have been granted to the customer in writing, payment for all applicable charges will be debited from the damage deposit. In the cases when a damage deposit is not required the applicable charges will be debited from the Credit or Debit card that the customer used to pay for the hire fee.

### **2.6. Cancellation of an Order Confirmation**

2.6.1. The customer agrees that in the case of their cancellation of any required equipment hire or services the customer will cancel in writing and reimburse the company an amount or a percentage of the total confirmed order amount inclusive of vat as follows:

2.6.1.1. For all Dry Hires, Assisted Dry Hires, Production and All Other Events:

Written cancellation received:

- a) 61 calendar days or more prior to the confirmed event date: 50%
- b) Between 60 and 31 calendar days prior to the confirmed event date: 75%
- c) Between 30 calendar days prior to the confirmed event date and the event date: 100%

The customer agrees that in the instance where a percentage of the total hire fee is calculated to be less than £150 exc. vat, the customer will instead reimburse the company the minimum cancellation fee of £150 exc. vat.

On fees which involve celebrity acts, talent and DJ bookings, the fee for the celebrity act, talent or DJ will not be refundable.

Any custom production items such as gobos, fabric, set fabrication, graphic or artwork fees for this aspect are not refundable after confirmation.

## **2.7. Customer's Responsibilities**

2.7.1. The customer's responsibility for the equipment commences on receipt of the equipment by the customer or his/her agent or on delivery and ends when the customer is in possession of the company unqualified receipt for the return of equipment.

2.7.2. The customer shall not at any time sell, dispose or otherwise part with control of the equipment to any third party or attempt to do so.

2.7.3. The signatory to the hire contract and the customer jointly and severally undertake with the company that everyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in the possession of necessary instructional material and further will not allow the equipment to be misused.

2.7.4. The customer will at all times fully indemnify the company against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return, or non-return of the equipment.

2.7.5. Nothing in this clause shall affect the statutory rights of the customers or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

## **2.8. Electrical Equipment**

2.8.1. Any electrical equipment should be used with plugs and/or sockets as fitted.

2.8.2. The customer must not at any time whatsoever remove any plug, socket, connector, coupler or device from any cable without written authorisation from the company. Any plug, socket, connector, coupler or device found to be missing or damaged will be replaced with all costs at the expense of the customer. Any plug, socket, connector, coupler or device found to be incorrectly refitted by the customer will be replaced and/or refitted by the Company at the expense of the customer.

2.8.3. The customer is responsible at all times for ensuring that the power supply to which an item of equipment is connected is suitable for that equipment and furthermore ensure that the equipment shall at all times be properly earthed.

2.8.4. No cable shall be deliberately cut for any reason or purpose whatsoever. Tails will be supplied to enable connections to distribution boards on request.

2.8.5. The customer will be responsible for any damage caused to any plug, socket, coupler, connector, cable, device or equipment caused by connection to an unsuitable power supply, misconnection to any power supply or overloading. The Company will not be responsible for any damage caused to any power supply, generator, distribution board or other items of equipment caused by the neglect or inexperience of the customer.

## **2.9. Equipment Maintenance and Reporting**

2.9.1. The customer shall ensure that equipment remains serviceable and clean during the hire period.

2.9.2. All items are despatched tested and believed to be in full working order. Any breakdown or unsatisfactory working of equipment shall be immediately notified to the company.

2.9.3. The customer shall under no circumstances attempt to repair the equipment without prior authorisation from the company.

2.9.4. Any damaged or unsatisfactory equipment must be returned to the company's premises for examination at the Customer's expense.

2.9.5. If the Equipment is involved in any accident resulting in damage to either the equipment or other property or injury to any person the customer shall notify the company immediately.

2.9.6. Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of the company.

## **2.10. Compatibility of Equipment**

2.10.1. The customer shall ensure that the equipment is compatible and may safely be used with any other equipment being used by the customer.

2.10.2. The customer shall be responsible for ensuring that any equipment is suitable for their purposes.

## **2.11. Insurance**

2.11.1. The customer agrees to pay the company the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear, tear or age).

2.11.2. The customer shall insure the goods against the above liability.

2.11.3. All monies received by the customer from any insurance company or third party in settlement of any claim shall be held in trust by the customer and paid to the

company on demand to the extent that any such payment is due under this clause.

2.11.4. The customer shall not compromise or settle any claim without the express consent of the company.

2.11.5. In the case of equipment which is lost, stolen or damaged beyond economic repair the customer shall pay a charge at the full daily rate together with interest and consequential loss until the equipment is replaced.

## **2.12. Condition of Returned Equipment**

2.12.1. The customer is fully responsible for care, safe keeping and return in good order of the hired equipment.

2.12.2. The customer will reimburse all costs incurred by the company in rectifying the condition of any equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification.

2.12.2.1. All tears, burns, cuts or rips made to drapes and stage drapes will not be repaired by the company. The customer will reimburse the full retail cost of any drapes or stage drapes returned in any of these conditions.

## **2.13. Termination of Hire**

2.13.1. The company shall be entitled to terminate the contract with immediate effect and to repossess the equipment if at any time:

(a) The customer is in breach of these terms;

or

(b) The customer shall take any steps or if any act or proceeding is commenced in which the customer's solvency is in the reasonable view of the company, in doubt. Such termination shall not affect the right of the company to recover from the customer any monies due under this contract, interest consequential loss or damages for breach.

2.13.2. The customer hereby authorises the company to enter upon any property upon which the company reasonably believe any equipment to be and the company in their absolute discretion may recover and remove the equipment.

2.13.3. The customer hereby authorises the company (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the hire contract) to deduct any sums properly due to the company arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of the company.

## **3. Conditions as to Sale, Service and Repair:**

3.1. Quotations, Orders and Order Confirmations

3.1.1. Quotations issued by the company are valid and open for acceptance within 30 days from the date of issue, unless stated otherwise in the quotation.

3.1.2. Orders issued by the customer shall only bind the company and the customer when confirmed in writing by the company.

3.1.3. If conditions relating to the delivery, collection, quantity, price or payment terms or other matters stated in the company's order confirmation vary from the customer's order or acceptance of quotation and the customer does not wish to accept the variations, then the customer must notify the company to that effect in writing within 5 working days from the date of order confirmation. Failing which, the customer shall be deemed to have accepted all the terms and conditions, which shall commit a binding commitment between the parties.

## **3.2. Risk In Title**

3.2.1. The risk in the equipment shall pass to the customer immediately on delivery to the customer at the address shown for delivery on the order confirmation. Or should the customer collect the equipment, the risk in the equipment shall pass to the customer immediately upon collection.

3.2.2. Property and title in the equipment shall remain vested in the company. Furthermore, the company reserves the right to dispose of the equipment until such time as the price shall have been paid in full.

3.2.3. If any part of the payment is overdue or if the customer is in breach of any of these terms or if the customer or any third party shall seek any steps or any act or proceeding in which in the reasonable view of the company, the customer's solvency is in doubt the company may (without prejudice to any of the company's other rights) recover or resell the equipment and may enter upon the customer's or any third parties property for that purpose.

## **3.3. Receipt**

3.3.1. The customer or any duly authorised person on behalf of the customer shall receive and unload the equipment and shall check the same for quantity and condition in the presence of the company's selected carrier.

3.3.2. Any shortage or unsatisfactory equipment shall be endorsed by the customer or a duly authorised person on behalf of the customer on the delivery document and the customer shall give written confirmation to the company within 2 days of delivery.

3.3.3. No claim in respect of shortage of or unsatisfactory condition of the equipment shall be entertained by the company unless condition 3.3.2 is observed.

3.3.4. This condition does not affect the statutory rights of the customer.

## **3.4. Price**

3.4.1. Unless otherwise stated in the company's order confirmation, all prices exclude VAT. The rate of VAT will be that at the time of invoicing.

3.4.2. The price charged will be the price ruling at the time of delivery. Where this is at a variance with the price

quoted for and detailed in the order confirmation, the customer will be advised prior to delivery.

### **3.5. Payment**

3.5.1. Where account facilities have been granted to the customer in writing, all invoices must be paid within 14 days of the invoice issue date. Should the outstanding balance on the account become overdue, the company reserves the right to put all orders on hold until such a time as the account is settled in full.

3.5.2. Where no account facilities have been granted, payment must be made at the time of order, or alternatively if previously agreed with the company.

## **4. Conditions Applicable to All:**

### **4.1. Payment and Interest**

4.1.1. Where payments are not made on the due date the company will be entitled to charge interest on the overdue amount (inclusive of previously accumulated interest) that is overdue at the rate of 5% per 30 calendar days or part thereof for the period for which such monies are overdue. Any discounts applied to your job will also subsequently become due if payment is late.

4.1.2. The payment of such interest shall be without prejudice to any other rights or remedies of the company.

4.1.3. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the customer

4.1.4. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by the company pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order.

4.1.5. The company does not commit itself to send statements of account, but normally does so on a regular basis. In the event that the company does not within 30 calendar days of the date of a statement of account receive an objection in writing against its balance, the statement of account shall be deemed to have been conclusively accepted by the customer, also with effect in respect of a subsequent dispute.

### **4.2. Confirmation of Order**

4.2.1. Any order or instructions required to be given to the company by the customer shall be given by them in writing. If given orally, it shall be confirmed in writing to the company as soon as possible but no later than 14 calendar days prior to required date. The company will not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the customer not received by the company in writing or so confirmed.

### **4.3. Liability**

4.3.1. The company's liability for any defect in the equipment shall be limited to and in no case exceed:

a) any manufacturer's warranty sold with the equipment; or if there shall be none

b) the total hire cost of the equipment hired from the company.

4.3.2. Consequential losses: Nothing in these terms and conditions shall make the company liable for any consequential loss to the customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability incompatibility, or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same.

4.3.3. The company will not be responsible for any non-fulfilment of contract by either Management or Artist, or for any goods or services booked from a third party, but every reasonable safeguard is assured.

### **4.4. Injury to Persons and Damage to Property**

4.4.1. Subject to clause 4.3 above the company shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused by the negligence of the company.

### **4.5. Force Majeure**

Although the company shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

### **4.6. Delivery and Carriage**

4.6.1. All times quoted or stated for delivery are approximate only.

4.6.2. Hire charges or sale prices do not include carriage. Any expenses incurred by the company in delivery or recovering equipment or attempting the same will be paid by the customer.

4.6.3. Where carriage charges are quoted by the company, all charges are exclusive of VAT and the company shall be free to select a carrier and mode of transport. Unless otherwise stated on the order confirmation, transportation of goods shall be at the customer's expense and risk, and the customer shall be responsible for insuring the goods during transit at his/her own risk.

4.6.4. The customer must examine all goods delivered for the purpose of ascertaining whether they are in conformity with the contract of sale. The customer shall be deemed to have accepted the goods in respect of such lacks of conformity, which he/she discovered or ought to have discovered during such examination, if he/she has not notified the company to the contrary in writing within 3 working days after the goods arrived at their destination.

#### **4.7. Rights Reserved**

4.7.1. Any failure by the company to enforce any or all of these conditions shall not be constructed as a waiver of any of the company's rights hereunder.

4.7.2. If any provision of the contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the contract and the remainder of such provision shall not be affected.

4.7.3. The company reserves the right to use photographic equipment at events where it supplies equipment and/or services for the purposes of obtaining photographs and video footage of the company equipment and/or crew in use/work, which may be used on the company website and/or for advertising and marketing purposes. The company will restrict its usage of such photographic equipment when provided prior to the event start date, and in writing, with any legal documentation or artist contractual clauses that detail the prohibition of such equipment.

#### **4.8. Copyright**

4.8.1. The company notifies the customer that playing or showing copyright material in circumstances where the customer or anyone authorised by him/her does not hold the appropriate licence of the copyright holder he/she will infringe copyright and may become liable in damages for so doing.

4.8.2. The customer by accepting delivery of sound or visual reproduction equipment warrants that he/she has or will obtain the appropriate licence for the said performance playing or showing, prior to using the equipment for the said purpose.

#### **4.9. Your Information**

4.9.1. The company will hold information about its customers on file both written and electronically. This information will comprise of customer contact information, event specific information, account information, quotation information and any other relevant details that relate to the products and services that customers request from the company.

4.9.2. The company will not disclose customer information to any third party without the customer's consent unless one of the following exceptions applies:

- a) The company is legally required to disclose;
- b) The company have a public duty to disclose; or
- c) A company procedure requires disclosure (e.g. passing of details to Credit Reference Agencies).

4.9.2.1. The company may share customer information with Credit Reference Agencies (CRAs) and Fraud Prevention Agencies, to verify customer identity and suitability for credit applications.

4.9.3. Under the data protection act customers are entitled to a copy of their personal data held by the company. Customers requiring a copy of their data must request so in writing together with the provision of a stamped self-addressed envelope to the address which they require their data sending.

4.9.4. The company may use customer contact information to issue customers with information relating to the company products and or services via written and or electronic communication methods.

4.9.5. The company reserves the right to record and monitor telephone conversations for employee training and other purposes.

**END**