

TEC PA & Lighting

CONDITIONS OF HIRE

1. Definitions

- 1.1. "TEC" is TEC PA and Lighting a Student Run Service of the University of Nottingham Students' Union.
- 1.2. "the Equipment" is the goods, components and other terms hired by TEC or any part thereof.
- 1.3. "the Customer" is the person, firm or public body hiring the Equipment. Any person purporting to act on behalf of the Customer shall be bound by the Contract.
- 1.4. "Consequential Loss" shall mean loss of profits contract or any other consequential loss whatsoever.
- 1.5. "the hire period" is the period over which the Equipment shall be available to the Customer as set out on the booking form.

2. Hire Terms

- 2.1. All orders must be confirmed in writing prior to delivery or collection of the Equipment.
- 2.2. Unless other terms are agreed in advance of the hire period, payment for equipment and services must be received in advance of the hire period. Please note that cheques require five (5) working days to clear. If the Customer holds an account with the University of Nottingham Students' Union funds for the full hire fee must be available before the hire period. **Failure of the Customer to pay in advance will result in cancellation of the hire.**
- 2.3. Cheques should be made payable to 'U of N SU TEC'
- 2.4. If the hire is cancelled TEC reserves the right to charge the Customer the full cost of any expenses incurred by TEC in connection with the hire.
- 2.5. If TEC is notified of cancellation within 72 hours of delivery/collection TEC reserves the right to charge the Customer the agreed hire charge in full.
- 2.6. TEC reserves the right to obtain a deposit from the Customer prior to delivery/collection of the Equipment. The Customer will be informed if this is required on booking the Equipment.
- 2.7. TEC shall not be liable for any Consequential Loss to the Customer, including but not limited to 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.
- 2.8. A charge will be made for equipment returned late by the Customer. This charge shall be the greater of either the full daily hire rate of the equipment hired or the cost to TEC of hiring equipment from third parties to cover other hire contracts.
- 2.9. TEC reserves the right to charge for over running of any event. This charge will be the equivalent of the daily hire rate of the equipment.
- 2.10. The Customer agrees to pay TEC the full cost of any Equipment lost, stolen or damaged beyond repair.
- 2.11. The Customer shall be liable for the cost of making good any damage caused to the Equipment during the hire period by whatever means unless that damage is directly caused by TEC.
- 2.12. The Customer assumes all responsibility for the correct use care and storage of the Equipment once it has been collected from the premises of TEC or delivered to the Customer by TEC.
- 2.13. The Equipment is not insured whilst hired unless accompanied by TEC crew.
- 2.14. Where the Equipment is not installed and operated by TEC crew the Customer must ensure that the Equipment is installed and operated by a competent person.
- 2.15. TEC cannot guarantee that the Equipment will be able to playback material from any kind of recording media unless this has been specifically agreed in advance of the hire period.
- 2.16. Clients are responsible for ensuring that all media provided for playback is correctly licensed. Please note, for example, that Spotify's and YouTube's terms and conditions do not permit use for public performance.
- 2.17. The Customer will at all times indemnify TEC against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of property arising out of or in connection with the delivery hire use non use, repossession, collection, return or non return of the Equipment.
- 2.18. All cables are supplied coiled and taped and the Customer should return them in a similar fashion. In default a £0.50 per cable charge to the Customer will be made. Tape will be provided for the purpose of taping coiled cable. Failure to return the remaining tape will result in a £2.00 per roll charge to the Customer.
- 2.19. The Customer undertakes to maintain the Equipment in a clean and serviceable state for the duration of the hire period.
- 2.20. Any equipment fault or damage should be reported to TEC immediately on discovery.
- 2.21. The Customer shall not attempt to repair the Equipment without prior authorisation from TEC.
- 2.22. TEC assumes responsibility for lamps that fail under normal working conditions provided that all failed lamps are returned for inspection. In the event that the failed lamp is not returned to TEC the Customer shall be charged the full cost of replacement.
- 2.23. Whilst every effort is made to supply equipment for hire as ordered TEC reserves the right to substitute similar equipment without notice to the Customer.
- 2.24. Equipment is supplied for the Customer's use only. Equipment must not be subhired leased loaned or otherwise disposed of to a third party without written authorisation from TEC.
- 2.25. TEC reserves the right to refuse any person(s) hire of equipment without explanation.
- 2.26. TEC are able to provide crew to install and operate the Equipment by arrangement. TEC will require up to two (2) working days' notice before the hire period to confirm that sufficient crew is available.