



## **Terms and Conditions of Wet Hire**

### **Definition of terms**

The Quote	The written specification detailing the services and equipment with costings that will be supplied for The Event.
The Company	Massimo UK Limited T/A PhaseOne Productions
The Client	The person, company or group who is named on the Quote and/or has contracted the services of The Company.
The Contract	Agreement entered into between The Company and The Client
The Equipment	All equipment provided by The Company including accessories and flight cases.
Services	All services provided by The Company as part of The Contract.
The Event	The time and/or place where The Equipment and/or Services of The Company are required.

### **The Contract**

- 1.1 Any quote will be confirmed in writing to The Client, providing the total cost for the agreed Services.
- 1.2 The booking is not confirmed until written acceptance of The Quote, and a deposit as specified in the quotation (unless waived by The Company) is received from The Client. Once this is received, The Contract is entered into between The Client and The Company.
- 1.3 Where a formal quote is not provided, The Contract is deemed to be formed where written confirmation of any works is received from The Client.
- 1.4 Upon entering into The Contract, The Client and The Company agree to abide by and be governed by these terms and conditions.

### **The Equipment**

- 2.1 Where possible, the equipment provided will be as detailed in The Quote. Where a substitute is necessary, it will be for equipment of the same, similar or better specification.
- 2.2 The Equipment will be provided in full and safe working order and in good physical condition.
- 2.3 The Equipment remains the property of The Company at all times.

### **The Clients Responsibility**

- 3.1 The Client is responsible for arranging that suitable security measures are in place when The Equipment will be left for a time without a representative of The Company present.
- 3.2 The Client shall be liable for any loss, theft of or damage to The Equipment that is caused by any persons other than representatives of The Company.
- 3.3 The Client will be required to pay the total repair costs, or full cost for a new replacement (including any relevant taxes) where liability is found in clause 3.2. The Client will also be liable for the total hire charge up to the date payment in full is made under this clause.
- 3.4 All equipment is to be used in conditions that are deemed acceptable for normal and safe operation. Where The Company or their representatives deem this to be impractical due to the facilities provided by The Client, The Company reserve the right to terminate the contract with immediate effect and accept no liability to The Client or any third party.
- 3.5 Where The Contract is terminated under clause 3.4, The Client shall not be entitled to a full or partial refund, and any payment amount that is outstanding to that detailed in The Quote must still be paid in line with the payment terms of The Company.
- 3.6 It is the responsibility of The Client to ensure that all information passed to The Company prior to The Event is accurate. Where inaccuracies cause a delay in setting up or result in any or all of the system being unsuitable for The Event, The Company accept no liability for any losses.
- 3.7 Where additional equipment or services are required to rectify issues arising from clause 3.6, The Client will be liable for any and all additional charges.

### **Delivery, Set Up And Derig**

- 4.1 The Company shall, in discussion with The Client, agree a mutually acceptable time and place to arrive at The Event and a time for set up to be complete. The Company will make every effort to meet this time schedule, however, The Company will accept no liability for a delay caused where the cause is reasonably beyond their control.

- 4.2 At the end of The Event, The Company and/or its representatives will dismantle and remove all equipment from The Event and The Client is required to ensure that safe access to The Event is available until such time as all equipment has been removed. This is to include vehicular access/egress.

### **Payment**

- 5.1 Full payment for the Quote, including any delivery fees or other fees added as agreed, is to be made prior to commencement of The Event, unless previously agreed by The Company.
- 5.2 Where payment following The Event is agreed, payment is due to be received by The Company within 14 days of the invoice being issued, unless stated otherwise on the invoice.
- 5.3 Monies that remain outstanding by the due date may incur late payment interest at the rate of 8% above the prevailing Bank of England's base rate on the outstanding balance, until such time as the balance is paid in full and final settlement.
- 5.4 The Company reserve the right to employ the services of a debt collection agency to recover overdue monies. In the event of a debt collection agency being appointed, The Client will become liable for all fees associated with this.
- 5.5 In the event of clause 5.4 being executed, The Client must deal exclusively with the debt collection agency regarding the outstanding monies, including settlement of the balance. Any monies paid directly to The Company will not be accepted as payment of the outstanding balance.

### **Liability Of The Company**

- 6.1 In the event of equipment being found to be faulty, or becoming faulty during use, the liability of The Company will be limited to replacement or repair of the faulty equipment at no additional charge to The Client, except where it is believed the fault or damage has occurred from misuse of The Equipment.
- 6.2 The Company shall not, in any circumstances, be liable to The Client or any third party for a claim that arises from the use or misuse of The Equipment by any persons other than those representing The Company.
- 6.3 In the event of The Equipment, or any part thereof being confiscated by the Police or any other body, The Client shall be liable for all costs incurred recovering The Equipment, except where the confiscation is as a direct result of negligence of The Company.

### **Terminating The Contract**

- 7.1 The Company shall be entitled to terminate the contact at any time, should a breach of the terms and conditions occur.
- 7.2 Should the agreement be ended prematurely due to a breach of terms and conditions on the part of The Client, the rights of The Company to recover all costs owing to them as part of The Contract are maintained.
- 7.3 Should The Company become unable to fulfil the requirements of The Contract due to reasons within their control, The Client shall be entitled to a refund of an amount retrospective to the value of the part of the service that The Company is unable to provide.
- 7.4 Should The Client terminate the contract prior to commencement of The Event, The Company reserves the right to charge a percentage of the total shown on the Quote as follows:

<u>Period Before Event Set Up Commences</u>	<u>Percentage of Quote Due</u>
More than 21 days	25%
14-21 days	50%
Less than 14 days	100%

### **Changes To These Terms And Conditions**

- 8.1 The Company reserve the right to update or amend these terms and conditions where and when deemed necessary.

### **Severability**

- 9.1 The invalidity or unenforceability of any clauses within these terms and conditions shall not affect the validity or enforceability of any other clauses of these terms and conditions, which shall remain in full force and effect.

### **Governing Law**

- 10.1 The Contract and these terms and conditions are governed by and construed in accordance with the laws of Great Britain, and any disputes relating to these shall be subject to the exclusive jurisdiction of the courts of England.

**\*I have read and agree to the above terms & Conditions stated in this document.**

First Name\_\_\_\_\_

Signed\_\_\_\_\_

Last Name\_\_\_\_\_

Date\_\_\_\_\_