



## TERMS AND CONDITIONS OF HIRE

The terms and conditions of hire concerns all the equipment in the above quote, invoice or delivery note (where applicable). Labour and delivery are not concerned as a hireable item unless otherwise stated.

All equipment must be returned to the following address (unless delivery is included):  
Outside the Box Services, Victor Road, Windsor, Berkshire SL4 3JU

## PERIOD OF HIRE

1.1. The period of hire commences when the equipment passes from the possession of Outside the Box Services Ltd (hereinafter called "the company") or its authorised representative and the signature of a delivery note by the hirer or his representative or purported representative shall be conclusive proof of the passing of possession and acceptance of these conditions of hire.

1.2.1. The period in time of which the hirer has possession of the equipment is stated in the corresponding invoice with the prefix of 'Pickup' and 'Return'. The pickup period concerns the possession of the equipment from the company to the hirer. Whereas the return period concerns the conclusion of the hire and the possession of the equipment back to the company. These dates and times cannot be breached unless otherwise stated in writing by the company.

1.2.2. If the hirer has chosen to pay in instalments for the period of the sound hire, the hirer shall still be liable to pay the full cost of the sound hire for the period that has been agreed should they wish to terminate the hire before the agreed end date (this is stated in the 'Return' field of the invoice).

1.3 Where the company is collecting the equipment from the hirer, the hirer must ensure that all of the equipment is packed into its original flight cases and ready to load into the companies or its representative's vehicle at the agreed time of collection. If the company or its representative must wait more than 30 minutes after the agreed collection time to load their vehicle, a fine of £50 will be issued every 30 minutes thereafter until the collection is completed.

## THE EQUIPMENT

2.1. The equipment on hire shall remain the absolute property of the company.

2.2. It is the responsibility of the hirer to satisfy him/herself that upon receipt of the equipment it is in good working order and undamaged condition and the signature of the packaging slip shall be conclusive evidence that the hirer has received the equipment in good working order and undamaged condition. The company will not be responsible for any defects or deficiencies in the equipment unless an appropriate specific note has been made on the packaging slip and such note has been signed by the company or its authorised representative.

2.3. The company does not warrant that the equipment is suitable for the particular or any purpose for which it is or may be required.

2.4. The company may substitute equipment due to stock restrictions, these substitutions will be of similar nature and style. The company will inform the hirer before making any substitutions.

2.5. The hirer shall not assign, transfer or otherwise part with possession of the equipment during the period of hire without the prior written consent of the company.

2.6. The hirer shall not take or permit to be taken the equipment out of the United Kingdom nor use or permit it to be used for any abnormal or hazardous assignments without the prior written consent of the company.

2.7. The hirer shall be responsible for the application and provision of licensed radio microphones and two way radios.

Outside the Box Services Limited  
13 Vansittart Estate, Windsor, Berkshire, SL4 1SE  
020 8064 1181 | info@otbservices.co.uk





## LOSS OF OR DAMAGE TO EQUIPMENT

- 3.1. Throughout the period of hire, the hirer shall be responsible for the safekeeping of the equipment and shall be liable to the Company for all loss of, or damage of equipment resulting through the Hirers negligence.
- 3.2. It is the hirers responsibility to insure every item on the delivery note is returned to the company.
- 3.3. The hirer shall notify the company of any loss of or damage to any equipment on hire within 24 hours of such loss or damage being sustained.
- 3.4. The hirer shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written authority of the company.
- 3.5. The hirer shall pay to the company all costs incurred by it in carrying out repairs to damaged equipment.
- 3.6. The hirer shall pay to the company the full cost of replacing any lost equipment or any equipment which in the reasonable opinion of the company is uneconomic to repair with new equipment of the same or similar specification to that equipment which has been lost or damaged.

## INSURANCE

- 4.1. The hirer must carry insurance to the full replacement of the equipment on hire. The value of the equipment on any given hire can be obtained from the company.

## IDENTITY

- 5.1. The hirer or their representative must provide valid photo identification and proof of address to the company to insure against identity fraud and other criminal activities.

## CANCELLATION

- 6.1. In respect of any dry hire order (equipment only) cancelled by the hirer within 72 hours of the date/time when the period of hire was due to commence, the hirer shall be liable to pay to the company a cancellation charge not exceeding the total agreed hire charge for the cancelled hiring. No cancellation cost will incur before this period.
- 6.2. In respect of any labour/services cancelled by the hirer within 14 days of the date/time when the period of work was due to commence, the hirer shall be liable to pay to the company a cancellation charge not exceeding the total agreed charge for the cancelled labour/services. No cancellation cost will incur before this period.

## LIMITATION OF LIABILITY

- 7.1. If the company for any reason outside of its control, is unable to provide any equipment which is the subject of an agreement between the Company and the Hirer, then the company shall not be liable for any loss or consequential loss suffered by the Hirer as a result thereof.

## PAYMENT

- 8.1. The company may, at its absolute discretion, require the customer to pay the full cost of any services in advance of the period of use. The due date for the payment of the services used by the customer is the invoice date plus the payment terms.
- 8.2. Failure to pay within the timeframe defined in the payment terms will incur a fine of 5% of the original invoice amount, per week, the payment is overdue.

## INDEMNITY

- 9.1. The hirer shall indemnify the company and its employees against actions, claims, demand proceedings or liabilities arising from the hirers misuse of the equipment or materials supplied to the hirer for the period of the hire agreement.

Outside the Box Services Limited  
13 Vansittart Estate, Windsor, Berkshire, SL4 1SE  
020 8064 1181 | info@otbservices.co.uk

