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Terms & Conditions for DJ Equipment Hire

These **Standard Terms and Conditions for Goods and Services** are intended for use where the Seller is supplying both goods and services in the course of a business to consumer transaction

The **Terms and Conditions** carefully regulate the relationship between both parties, while ensuring that the contractual position of the Supplier is safeguarded

1.1 In these conditions the following words have the following meanings "Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Hire Goods and/or the sale of Products; "Customer" means the person, firm, company or other organisation hiring Hire Goods; "Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier; "Hire Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Customer; "Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: The physical repossession or collection of Hire Goods by the Supplier; "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities; "Products" means the products sold to the Customer by the Supplier; "Rental" means the Suppliers' charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period.

1.2 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the hire shall not exceed 3 months. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974

1.3 Nothing in this Contract shall exclude or limit any statutory rights of the customer, which may not be excluded or limited due to the Customer acting as a consumer. Any provision, which would be void under any consumer protection legislation or other legislation, shall, to that extent, have no force or effect.

1.4 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

1.5 The Customer shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed. Unless otherwise agreed in writing, payment shall be required prior to the commencement of the Hire Period (see section 1.7).

1.6 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment) on the amount unpaid pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and compensation pursuant to the Late Payment of Commercial Debts Regulations 2002

1.7 The agreement between the hirer and ATM Promotions is inclusive of delivery, rigging, de-rigging and collection as specified on the booking confirmation date and times.

1.8 Overnight hire of equipment is only permitted on individual consultation with venues where the hired equipment is insured through venue policy.

1.9 The hirer agrees to security screening by providing valid photo ID and recent utility bills to ATM Promotions before release of equipment for hire.

Liability

- 1.1 Risk in the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
- 1.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental
- 1.3 Customer are not permitted to re-hire the Hire Goods to a third party
- 1.4 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges for such delay, postponement and/or cancellation
- 1.5 The Hire Goods must be maintained by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition

1.6 The customer shall

- 1.6.1 Not interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their intended purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided and notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods.
- 1.6.2 Take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks.
- 1.6.3 Keep the Hire Goods at all times in its possession and control and not remove the Hire Goods from the selected venue without written consent from the supplier.
- 1.6.4 Not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately.
- 1.6.5 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
- 1.6.6 Be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear and/or an inherent fault.
- 1.6.7 Be liable if the hire goods are returned in damaged, unclean and/or defective state except general wear and tear to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and the Rental.
- 1.6.8 Pay to the Supplier the replacement cost on a new for old basis of Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under the contractual hire.

1.7 Payment Terms

- 1.7.1 Unless the Agreement provides otherwise, the price for the hire of equipment shall be payable no later than the start of the hire for last minute bookings which are considered less than one month from booking confirmation to the hire date, or where hire is booked more than one month in advance payment is made no later than one week prior to the hire date. The time stipulated on the booking confirmation and start of the hire shall be of the essence of the Agreement for payment. Failure to pay within the period specified shall entitle us to cancel the hire. We shall write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 1.7.2 If paying by credit card the HIRER will be required to provide full card details at the time of order placement. ATM Promotions reserves the right to check the validity of the credit card by the appropriate organisation.
- 1.7.3 All invoices shall be paid without deduction. In the event of an error or query on the invoice, payments shall be made to ATM Promotions for the whole amount claimed less the amount queried or in error.
- 1.7.4 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.

1.8 Cancellation

- 1.8.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement and booking confirmation has been² signed. Any deposit paid will be reimbursed if your date of hire exceeds two months² after the cancellation notice is sent.

- 1.8.2 If the cancellation request is after 7 days from the date of this agreement and the booking confirmation and between two months but no more than two weeks from the hire date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.
- 1.8.3 Upon cancellation of the agreement in the following circumstances ATM Promotions shall seek on demand the aggregate of the following:
- 1.8.3.1 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the Hire.
- 1.8.3.2 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the Hire.
- 1.8.3.3 The whole of the agreed fee will be due if cancellation is within 48 hours of the Hire.
- 1.8.3.4 For agreements and booking confirmations which are made less than two weeks before the hire date and you cancel then 1.8.3.1 to 1.8.3.3 will apply.
- 1.8.3.5 We reserve the right to cancel this agreement if your location is outside of our service area.
- 1.9 Force Majeure**
- 1.9.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 1.9.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
- 1.9.2.1 Strikes, lockouts or other industrial action;
- 1.9.2.2 Civil commotion, riot, invasion, war threat or preparation for war;
- 1.9.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- 1.9.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 1.9.2.5 Political interference with the normal operations.
- 1.10 Entire Agreement**
- 1.10.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.
- 1.10.2 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
- 1.10.3 We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.
- 1.11 Customer Services**
- 1.11.1 To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone using the address and telephone number set out above.
- 1.11.2 If you are unhappy with any aspect of our service, please contact us. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.
- 1.12 Data Protection**
- 1.12.1 You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

In reading the contract and submitting the booking form I agree that I have read the Terms and Conditions of hire and acknowledge booking confirmations form this agreement in full.