



TERMS & CONDITIONS

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Conditions of Hire

1. For the purpose of these conditions, 'The Company' shall be deemed to refer to 'H2 Productions Ltd' and 'The Customer' to any company, partnership and individual who shall enter into any agreement with H2 Productions Ltd. This contract shall be governed by English Law.
2. All equipment remains the property of the Company.
3. Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.
4. All equipment hired by the Company is designed for use by competent and trained professionals. No hired item is to be considered water resistant or flame retardant unless specifically indicated by the Company.
5. All hire periods are a maximum of 24 hours or charged multiples thereof. Hires of three or more days may be charged at a weekly rate at the discretion of the Company.
6. The hire period extends until no later than 12.00 the day following the final charged period. Any hire extending past 12.00 will incur an additional days hire charged at the full hire rate. Subsequent additional days will be charged at the full hire rate without any discretionary discount until the equipment is returned to the Company.
7. The hire period commences upon delivery to the Customer and ceases upon return to the Company or collection by the Company if agreed in advance. Equipment is not regarded as returned until it is checked and inspected at the Company's premises by an authorised member of the Company's staff and a formal receipt issued by the Company.
8. Should the Customer or Customer's venue not be ready for delivery at the agreed time the Company will charge £65 per hour or part thereof. Any parking charges or fines levied during this waiting period will also be the responsibility of the Customer.
9. Should hire equipment not be ready for collection at the agreed time the Company will charge £65 per hour or part thereof. Any parking charges or fines levied during this waiting period will also be the responsibility of the Customer.
10. Unless specifically stated, delivery and collection services only include labour to stage door or entry point. Likewise delivery charges do not include labour for building & striking equipment unless stated.
11. Equipment hired will be entirely at the Customer's risk during the hire period and the Customer will be responsible for any loss or damage thereto howsoever arising. The Customer undertakes responsibility for insuring equipment against 'all risks' to full replacement value. Any loss or damage to the equipment is to be reimbursed to the Company by the Customer to the full replacement value thereof.
12. The Customer will be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and the Company in no way assumes liability for the consequence of any non-compliance with any such regulations, rules or statutory provisions.

13. The Customer undertakes to only connect electrical appliances to a suitable and safe RCD protected electrical supply. In the event the Customer wishes to connect to a temporary electrical supply or generator then this must have suitable earth bonding and commissioned in accordance to BS7909.
14. Equipment will be supplied to the Customer in normal working order, the Company's liability for any defect, or failure of the equipment hired, is limited to the rectification of any defect or failure arising from normal usage. The Company accepts no liability for any consequential losses incurred by the customer.
15. The Customer undertakes to ensure that the Company's equipment shall not be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.
16. Equipment returned by the Customer not in a hire-able condition whether due to dirt or other contamination may result in a cleaning charge of £75 per hour of part thereof. Cabling returned uncoiled or badly coiled will also result in this charge being levied.
17. The Company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer, during the period of Hire.
18. Equipment must not be altered by the Customer or modified in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the Customer. Any equipment found to have been modified or in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return. The company retains the right to decide whether equipment damaged through modification is repaired or replaced at the Customer's expense.
19. Any damage to, or failure of, or defect in any hired equipment must be notified to the Company within 24 hours of its occurrence, and be confirmed in writing within three days of initial notification. In the absence of such notification the Customer will be charged with the full cost of repair and replacement.
20. The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire and in any change of location. If the equipment is being used on a tour or other multiple site production then a full itinerary must be provided on request to the Company.
21. No equipment hired from the Company may be taken outside the Mainland of Great Britain, either to any offshore island or to any foreign country without the written consent of the Company.
22. Any hired items used for criminal or otherwise illegal purposes shall cause the hire to be ended and any restitution costs to be born by the Customer. In the event of confiscation of equipment hired the Customer will be charged the full day hire rate until the equipment is returned to the Company plus any and all costs incurred in repatriation of the equipment to the Company.
23. It is an express condition of the hire that the Customer shall not offer for hire to any third party or parties any equipment which is the property of the Company, without the written consent of the Company.

24. If agreed hire charges are not paid by the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the Customer as a consequence of any such repossession.

25. If an invoice is not paid by the due date indicated then the Company will reserve the right to apply late payment charges as per the Late Payment of Commercial Debts (Interest) Act 1998. In the event the matter has to be referred to a collection agent, there will be a fee of 100% of the hire charge added to the amount due.

26. Customers must provide valid identification documents which may be retained for the hire period at the Company's discretion. Valid proof of identification is deemed by the Company to be a current UK issued passport or UK issued photo driving licence with counterpart. Valid proof of address is deemed by the Company to be a current (less than 30 days old) council tax or utility bill. No copies of documents will be accepted as a proof of identification.

27. Payment for hire by non-account customers must be made on collection of the equipment by the Customer via a PIN verified debit or credit card. Cheque or cash payments are not acceptable under any circumstances.

28. Before issuing any equipment the Company reserves the right to require a security deposit to be paid. The deposit required may be at the discretion of the Company the same as the replacement value of the equipment.

29. Account Customers exceeding their credit limit or terms will have their account suspended until the Company receives payment in full for all outstanding invoices and ongoing hires. The company reserves the right to immediately end any hire to any Customer that exceeds the terms of their account.

30. In event of any equipment ordered not being available for hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the duration of hire.

31. No information or data contained in any of the Company's catalogues or price lists shall be deemed to constitute any part of a contract of hire, such information being for the purpose of general description only.

32. All prices quoted exclude VAT at the prevailing rate unless otherwise indicated.

33. In the event of cancellation the following charges will be invoiced and due for payment on the date of commencement of the originally contracted period of hire:

- Cancellation more than 28 days before the commencement of the period of hire - 0% of the total hire charge.
- Cancellation between 28 and 14 days before the commencement of the period of hire - 50% of the total hire charge.
- Cancellation less than 14 days before the commencement of the period of hire - 100% of the total hire charge.

34. The Company reserves the right to cancel any hire at any point at the discretion of a member of staff

WHO WE ARE

We are a creative team of experts that deliver outstanding production services no matter how big or small your requirements. We specialise in engaging and effective technical production services, incorporating sustainable event production practices. Because no two projects are the same we design each solution tailored specifically to your needs.

Our team has over 20 years of experience in the industry with offices located in Brighton, Kent and Dubai. H2 works with a variety of clients from best loved events to established brands and organisations bringing our solutions not only on time and on budget but to the highest standard.

CONTACT US

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 H2 Productions Ltd

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