



Bombshed Music

32 Berelands Road
Prestwick
Ayrshire
KA9 2JT

Tel: +44(0)1292 478045
www.bombshed.co.uk

Terms of Hire

Introduction:

This document is the Terms of Hire in full, laying down the contractual agreement between Bombshed Music and the Hirer. Please note that other documentation, such as Quotations will include short interpretations and/or parts of these terms. In all cases, this document is the definitive Terms of Hire document and will take precedence over any other terms stated or implied elsewhere.

Definition of expressions used:

"Hire" This expression refers to the arrangement to use equipment supplied by the Company at an event.

"Hirer" The person, company, department or other body who has ordered and/or accepted goods or services from Bombshed Music.

"The Equipment" All items of equipment and or services accepted by the hirer along with any other items and or services included or implied whether specified or not.

"Owner/The Company" Bombshed Music

"Check/Checked/Checking out" The date/time at which equipment is collected from, or delivered by, Bombshed Music.

"Check/Checked/Checking in" The date/time at which equipment is returned to, or collected by, Bombshed Music.

Provision of the Equipment:

1. Provision of the Equipment Bombshed Music agrees to supply the hirer with the sound equipment, lighting and rigging equipment described in the hire schedule/quotation for the hire period.

2. Replacing defective Equipment: Bombshed Music will supply all Equipment in good working order, however, in the event of a defect; the liability of Bombshed Music will be limited to the repair or replacement of any defective Equipment, at Bombshed Music's discretion.

3. Bombshed Music's Property: Equipment remains the property of Bombshed Music at all times. In the event of a breach of any of these conditions, Bombshed Music may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

Principal Exclusions:

4. Unless explicitly stated in writing in the quotation, the following are excluded from the hire provision:

4.1. Taxes including Value Added Tax (VAT)

4.2. Equipment (other than shown in the hire schedule/quotation)

4.3. Insurance It is a condition of hire that the Hirer takes out adequate insurance to cover the equipment hired. Bombshed Music will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described in Paragraphs 5 and 6 below (Responsibilities of the Hirer) whether or not this is covered by the insurance policy taken out by the Hirer. Bombshed Music reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to checking out the Equipment. However, this does not reduce the liability of the hirer for uninsured losses.

4.4. Carnet fees and other administrative costs associated with transportation of Equipment outside of mainland United Kingdom. If any of the above excluded items are provided or incurred by Bombshed Music as part of a hire, they will be charged to the hirer as extras to the hire agreement.

Responsibilities of the Hirer:

5. The Hirer assumes full responsibility for the Equipment from the time it is Checked out until it is Checked in. The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safe keeping of the equipment during the period of hire. The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment.

5.1. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.

5.2. Equipment is not to be altered or modified in any way without the prior consent of Bombshed Music.

5.3. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of Bombshed Music.

6. The cost of replacing or repairing the Equipment will be borne in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full.

6.1. Examples of loss/damage/modification include (but are not limited to) the following:

- Damage by persons known or unknown, including audiences and artists (whether or not as part of the performance)
- Damage or loss caused by inadequate handling by third parties (including local crew)
- Damage by adverse weather conditions including water damage
- Loss due to theft on site or in transit
- Loss or damage during transportation
- Modifying cables by cutting and/or re-wiring plugs/sockets

7. Liabilities: No liability will be accepted by Bombshed Music for any damage to persons or property whilst the Equipment is on hire to the Hirer.

8. Competent Personnel: Where certain hire Equipment requires specialist technical knowledge or training for the safe or effective installation and or operation, the hirer will be required to undertake that competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of Bombshed Music, a competent crew will be supplied by Bombshed Music and charged in addition to the hire rate.

9. Local Licences: The hirer is solely responsible for obtaining any licence, qualification or other authority, which may be required for the safe and legal operation of the Equipment hired and agrees to abide by all legal guidelines relating to the installation and operation of the Equipment.

10. Electrical supply

The hirer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors etc for the sound & lighting equipment hired as well as any other requirements they may have.

11. Sound Pressure Levels High Sound Pressure levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. Equipment provided by Bombshed Music can and does produce high enough sound pressure levels to cause hearing damage. Bombshed Music cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the hirer to ensure the safety, with regards to hearing, of the general public. Where appropriate you may wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.

Hire Periods, Charges and Payments:

12. Hire Period: Hire charges are calculated from the date of Checking out to the date of Checking in by Bombshed Music. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Equipment may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.

13. Weekends & Bank Holidays: Where the hire start date or end date falls on a weekend or bank holiday, at the discretion of Bombshed Music, checking out may be done on the last working day prior to the hire start date and/or checking in may be done on the first working day after the hire end date. Checking out or checking in may in some circumstances be arranged outside of normal operating hours.

14. Hire Charges: Hire charges are based on daily rates, with the period of hire starting from the time of check out by Bombshed Music, to the time of checking in by Bombshed Music, within the normal operating hours of the Company (10.00 am and 6.00 pm). Thus, a one-day hire assumes that goods Checked out at any time between 10.00 am and 6.00 pm are Checked in before 6.00pm on the following day.

15. Weekly Hire: Goods checked out during operating hours on day 1, must be checked in before 6.00 pm on the 7th day of hire, or a second week's hire will be incurred.

16. Payments: Payments must be made in full with cleared funds prior to checking out, unless the hirer has set up an account with Bombshed, in which case payments will be made according to the terms of the account and as stated on the invoice. Payments by Credit Card will incur a surcharge (currently this is levied at a rate of 2.5% for Personal Credit Cards and 3.0% for Business Credit Cards).

17. Late Payments: Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an interest charge applied each month until payment is received in full. (The rate of interest is currently 2.5% per calendar month or part thereof – the rate applied will be stated on the invoice).

18. Guarantees against equipment loss or late return: Non-account customers, (ie hirers who are required to pay for the rental in full prior to any hire) may be required to leave valid debit or credit card details with the Company as a payment guarantee in the

event of a loss or late return. Card details must be valid at least up until the agreed hire finish date. Bombshed Music reserves the right to charge the hirer the full replacement cost relating to any loss of equipment. The hirer will have seven days to return any lost equipment before any charge is taken. If the equipment is returned within the seven days, a charge will be taken for the subsequent hire. The hirer accepts that such a charge will be taken in these circumstances and agrees to ensure that sufficient funds/credit limits are available on the submitted card. Please note that credit card payments will incur a surcharge (see 16 above).

General Terms and Provisions:

19. Contract of Hire: The placing of an order for equipment by the Hirer or the issuing of a sales invoice by Bombshed Music constitutes a contract which binds the Hirer to accept these conditions and our full terms and conditions of business.

20. Termination: Bombshed Music may terminate the hire contract under these terms and conditions, either immediately or at any time within three months after that by notice to the Hirer and no payment subsequently accepted by Bombshed Music without knowledge of such termination shall in any way prejudice or affect the operation of this clause if the Hirer:

20.1. fails to pay any Rentals or other sums payable under these conditions or under any other agreement between the Hirer and Bombshed Music, in full within 14 days of such sums becoming due (whether demanded or not)

20.2. commits a breach of any of the other terms and conditions of the contract (whether express or implied)

20.3. does or causes to be done any thing, which in the opinion of Bombshed Music may jeopardise the Company's rights in the Equipment.

20.4. is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days

20.5. suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order

20.6. enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator.

21. Force Majeure: Bombshed Music is not liable for any failure to supply a product or service where that failure is wholly caused by an event that could not reasonably have been foreseen, forestalled or prevented. This may include (but is not limited to) acts of war, terrorism, or natural disasters.

22. Scottish Jurisdiction: All agreements, contracts and transactions entered into with Bombshed Music will be bound and governed by Scottish Law. This document supersedes all previous terms and conditions of hire.