

By making a booking, hiring or purchasing equipment or services from Coastal Events and Productions (now referred to as 'the Company'), the Hirer / Consumer (now referred to as 'You') are entering into a contract by which You agree unconditionally to abide by the Company terms and conditions, also known as terms of business.

## **1. General Terms**

1a. You must be at least 18 years of age to enter a contract of services with the Company and You solely will be responsible for communication with the Company and abiding by these terms and conditions unconditionally.

1b. The Company reserves the right to request official documents to be presented to staff of the Company prior to any bookings or hires commencing, for the benefit of identity verification. This may include: valid UK driving license or passport and a recent bank statement or utility bill from the last 3 months that displays your current address. Unofficial, copies or forgeries will not be accepted.

1c. Bookings are not confirmed until full payment has been received, or prior authorisation has been granted by staff of the Company.

1d. The Company ultimately reserves the right to refuse the provision of services without reason given at any time, which may include the cancellation or termination of your order and any associated services.

## **2. Equipment**

2a. Equipment is subject to: availability on the dates requested and booking approval from the Company.

2b. All equipment is regularly tested for safety and is property of the Company or a third party and shall remain the property of the respective owner for the duration of the hire. The Company reserves the right to claim back any equipment hired at any time. You must not sell, offer to sell, lend or hire the equipment to any other person(s) at any time unless with express written permission from the Company.

## **3. Payments & Booking Fees**

3a. Payments can be made by Bank Transfer (BACs)

3b. It is your responsibility to pay for the full value of the invoice: prior to the hire/sale commencing; or by the invoice expiry date; or by agreed terms. The Company cannot be held responsible for delays or cancellations of hires due to non-payment.

3c. A late fee of £100.00 will be charged per month for each outstanding invoice until full payment is received, commencing from 30 days overdue. We reserve the right to add interest onto the invoice total at the Bank Of England Base rate.

3d. The Company reserves the right to charge a non-refundable booking fee upon your booking confirmation to secure equipment for the dates required; the booking fee acts as a part payment and will be deducted from the final invoice balance. If a booking fee is requested by the Company, it must be paid by the invoice expiry date to secure the equipment and services for your booking; your hire will not be confirmed until payment has been received and non-payment may result in unavailability. Short notice bookings made within one month of the hire starting will be subject to full payment upon booking.

The booking fee will be 10% of the invoice total where the invoice total is less the £10,000.

For invoice totals over £10,000 the booking fee will be 20%.

For invoice Totals over £20,000 the booking fee will be 25%

Changes made to quotations after booking fee's have been paid may require incur additional booking fees.

The booking fee does NOT act as insurance for the hired equipment (see 6c).

3e. Failure or refusal to pay may lead to prosecution, with any associated fees, settlements or compensation to be paid by the losing party.

3d. Invoices minus deposit must be paid in full within 7 days of the end date of the hire.  
Invoice's will be issued 30 days prior to the end date of the hire.

#### **4. Collection & Return**

4a. Equipment can be collected from 09:00 on the hire start date and must be returned by 18:00 on the hire end date. These timings don't represent opening hours; an appointment time will be arranged and confirmed prior to your hire.

4b. Unreturned, lost or late returns will incur additional hire charges; the cost of replacement; any compensation that affects the Company in supplying services to other clients (also see 6b).

#### **5. Cancellations & Amendments**

5a. The minimum notice required for cancelling or rescheduling a confirmed booking; which include weekends and bank holidays is:

| <b>Notice Period</b> | <b>Amount Owed</b>       |
|----------------------|--------------------------|
| Less than 14 Days    | 100% of Total Hire Value |
| Less than 28 Days    | 50% of Total Hire Value  |
| More than 28 Days    | Forfeit of Booking Fee   |

5b. If partial aspects of a hire that amount to less than 25% of the total hire value are no longer required, the full item(s) amount will be returned if more than 14 Days' notice is given or owed if less than 14 Days' notice is given. If above 25% value, terms in 5a take precedence.

5c. If equipment is owned by a third-party supplier and cancellation fees apply, these fees will be passed on to You.

5d. The Company will not be liable for cancellations due to extreme weather, acts of Gods, terrorism, war or any allowable unforeseen circumstances that are beyond our control.

5e. Allowances for cancellations due to extreme circumstances are made at the discretion of the Company.

#### **6. Loss & Damages, Damage Waiver**

6a. You are responsible for all equipment whilst in your possession and in transit. An optional Damage Waiver charge can be included to protect against accidental damage; excluding damage beyond reasonable repair, liquid damage to control consoles or loss of items.

6b. Repair or replacement costs of any damaged or lost equipment caused by, but not limited to: theft, fire, misuse, abuse or willful vandalism will be charged to You (also see 4b).

6c. Equipment is **NOT** insured by the Company once it has left our premises, with the exception of equipment hired with our staff (see 6d); therefore it is solely your responsibility to insure equipment against all risks whilst in your possession. Equipment replacement value can be provided upon request for insurance purposes.

6d. Our staff are covered by Public Liability Insurance whilst working with our equipment, however once equipment is left unattended by our staff it is your responsibility to insure equipment, as mentioned in 6c.

6e. If the equipment is damaged or breaks prior to or during a hire, please report it to the Company immediately using our 24hr technical support number 07789172656 and email [hello@ce-productions.co.uk](mailto:hello@ce-productions.co.uk) with any pictures and videos you may have. Failure to notify the Company will incur additional fees (such as, but not limited to: repair costs, replacement costs, compensation) if recent damage is found upon return or within 14 days of the hire end date. Notifying the Company does not constitute exclusion from additional charges where equipment damage is found to be beyond general wear and tear.

6f. The Company is not liable for equipment failure during the hire but will look to rectify issues wherever possible and within reason.

## **7. Engineers & Delivery**

7a. Engineers can be booked upon request for setup, operation and pack down of equipment at the invoiced hourly or daily rate.

7b. Delivery to and/or from your venue is charged at the invoiced rate and is based on mileage from our premises at BH11 9PT per journey.

7c. The Company is entitled to charge You accommodation expenses for staff working events that take place over 50 miles from our premises at BH11 9PT, when a working day is over 10 hours, or where staff are required to work consecutive days and travel could affect the amount of sleep required to be safe and professional.

## **8. Health & Safety**

8a. You or a nominated person is solely responsible for the Health & Safety of everyone working, volunteering or attending your event.

8b. Staff of The Company will always work to safety standards and laws.

8c. If the Company feels that your venue/event does not meet safety standards we reserve the right to stop work until it is safe to continue. If we are unable to complete the event due to safety concerns You will still be charged for our booked services and may include additional charges such as extra time required to complete the work.

8d. You are responsible for briefing of staff of any dangerous or hazardous activities taking place while on site as well as evacuation procedures.

## **9. Data Protection**

9a. The Company will only use and securely store personal information for the purpose of communication relating to your business with the Company.

9b. By making an enquiry or booking with the Company you agree for data to be stored securely for a maximum of 365 days, which can include, but not limited to: email addresses, business or home addresses, telephone numbers.

9c. The Company will never share or sell your data to any other third party.

## **10. Sales of Goods**

10a. Legal title of the goods shall pass to You only when the Company has received payment for the goods in full.

10b. Goods will only be dispatched against cleared funds.

10c. Goods are sold in accordance with the manufacturers' warranty, which may vary from one manufacturer to another. This detail should be checked by You prior to placing the order. Faulty out of the box products will normally be replaced if returned within a period of 14 days after purchase; however, this is at the Company's sole discretion. Goods will not be replaced in any event if they are; not returned in the original packaging with both the item(s) and the packaging in pristine condition, complete with all internal packaging components accessories and manuals. In the event of user damage or misuse the goods will not be repaired under warranty. Goods returned beyond the 14 day period will not be replaced but repaired under warranty. In this case, the Company and/or the manufacturer may charge to establish whether the fault is covered by warranty and may charge if there is no fault found.

10d. The Company does not reimburse carriage costs incurred in the return of goods whether under warranty or not and may repair or replace any such articles at its discretion. The Company reserves the right to apply a re-stocking charge for goods that were correctly supplied.

10e. Incorrect goods, delivery shortages or damage in transit must be notified to the Company within 24 hours of receipt of the order or invoice for the goods. If damage is apparent or suspected at point of delivery the carrier's consignment note should be clearly marked accordingly and goods signed for as damaged. Non-receipt of goods should be notified to the Company within three days dispatch date.

10f. The Company shall not be liable to compensate You or any third party for claims occasioned by delays in completing the order or delays in transit.

10g. The Company reserves the right to alter specification, revise prices, discounts or promotions and withdraw products at any time without notice. All products are subject to availability. Whilst great effort is taken to ensure that product descriptions and specifications are accurate, the Company does not accept responsibility for losses resulting in errors. Images used in our publicity are non-contractual.