

Terms & Conditions

1. DEFINITIONS AND LAW

- 1.1. The Owner is Hi-Lights Theatre Services or its successors or assigns trading as and referred to herein as "Hi-Lights"
- 1.2. The "Equipment" shall mean goods, structures, components and other items hired or sold by Hi-Lights or any part thereof, or any equipment, tools or vehicles used to deliver Hi-Lights services
- 1.3. The "Customer" is the person, firm, corporation or public body hiring or purchasing the Equipment. Any person purporting to act on behalf of the Customer shall be bound by the Contract
- 1.4. "Equipment Only Hire" shall mean where Equipment is hired from Hi-Lights without any labour or production services element. "Stages & Structures" and "Production" shall mean where Hi-Lights are providing a service along with the supply of Equipment. "Sales" shall mean goods or Equipment that will become property of the Customer.
- 1.5. "Consequential loss" shall mean loss of profits, contracts or other consequential loss or damages whatsoever
- 1.6. "Interest" shall mean interest calculated in accordance with Clause 5
- 1.7. The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts

2. EQUIPMENT ONLY HIRE TERMS

- 2.1. **Payment & Charges**
 - 2.1.1. Hire charges commence from the date stated in the contract and are payable for the period of hire
 - 2.1.2. Equipment must be returned by 12 noon on the date specified in the Contract in a clean and serviceable condition and the Customer must obtain the supplier's receipt
 - 2.1.3. Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers.
 - 2.1.4. All cables must be returned coiled and taped and in default, a charge of £2 per cable will be made
 - 2.1.5. Hi-Lights provides spare lamps and fuses when appropriate. These and any lamps and fuses they replace must be returned with the Equipment and in default their full replacement cost will be charged
 - 2.1.6. Where account facilities have been granted to the Customer in writing all invoices must be paid within the payment terms as stated on the invoice
 - 2.1.7. Where no such facilities have been granted payment will be with order

2.2. Hire Period

- 2.2.1. Unless specified otherwise by Hi-Lights, the hiring period commences at 10:00 am on the date specified in the Contract and continues for the period specified in the Contract and terminates at 12:00 noon on the last day of the hiring period

2.3. Customer's responsibilities

- 2.3.1. The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or his agent or on delivery and ends when the Customer is in possession of Hi-Lights' unqualified receipt for the return of all the Equipment
- 2.3.2. The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so
- 2.3.3. The Signatory to the Contract and the Customer jointly and severally undertake with Hi-Lights that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the Equipment to be misused

2.4. Hire of Equipment

- 2.4.1. Any electrical Equipment should be used with plugs and/or sockets as fitted
- 2.4.2. If other plugs or sockets are to be fitted by the Customer such work shall be carried out by a competent person.
- 2.4.3. The Customer shall be at all times to arrange a proper supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly earthed
- 2.4.4. Staging Modules are supplied in a good condition, but as rental items may not be in as new condition. Wooden deck tops can be painted, but must be returned to a good quality black before return, or additional charges may apply. Any paint on the aluminium framework, or excessive mud, staples, nails, screws or tape / tape residue may incur a cleaning charge
- 2.4.5. Staging Modules should not be drilled or cut in any way. Any damage to deck or framework must be notified to Hi-Lights, and may incur a repair or replacement charge. Where staging modules are handled mechanically (such as by forklifts), they should be lifted using suitable bearers under the wooden deck. Fork tines should never be inserted between the staging side braces
- 2.4.6. Hi-Lights reserves the right to supply equipment of a similar design to the Equipment specified, subject to agreement with the Customer

2.5. Equipment Maintenance and Reporting

- 2.5.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period
- 2.5.2. Any breakdown or unsatisfactory working of Equipment shall be immediately notified to Hi-Lights
- 2.5.3. The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from Hi-Lights
- 2.5.4. If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify Hi-Lights immediately
- 2.5.5. Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of Hi-Lights.

2.6. Insurance

- 2.6.1. The Customer agrees to pay Hi-Lights the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear tear or age)
- 2.6.2. The Customer shall insure the goods against the above liability
- 2.6.3. All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to Hi-Lights on demand to the extent that any such payment is due under this clause
- 2.6.4. The Customer shall not compromise or settle any claim without the express consent of Hi-Lights
- 2.6.5. In the case of Equipment which is lost, stolen or damaged beyond economic repair the Customer shall pay a charge at the full daily rate together with interest and consequential loss until the Equipment is returned or replaced

2.7. Condition of Returned Equipment

- 2.7.1. The Customer is fully responsible for safe keeping and return in good order of the Equipment
- 2.7.2. The Customer will reimburse all costs incurred by Hi-Lights in rectifying the condition of any Equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification.

2.8. Equipment Hire Cancellation

- 2.8.1. The Customer must notify Hi-Lights in writing of any cancellation or reduction of services
- 2.8.2. Hi-Lights shall be entitled to levy the following charges in the event of a cancellation in reference to the start of the hire period:
 - 2.8.2.1. 30 days or more no charge
 - 2.8.2.2. 14-30 days 20% of total hire charge
 - 2.8.2.3. 3-13 days 50% of total hire charge
 - 2.8.2.4. 2 days or less 100% of total hire
- 2.8.3. Where the hire includes any customised or Non Inventory items, any expenses already incurred by Hi-Lights following confirmation will be chargeable
- 2.8.4. Postponement of an agreed date shall be regarded as a cancellation.

3. STAGES & STRUCTURES and PRODUCTION TERMS

3.1. Contract

- 3.1.1. These terms form part of the contract between Hi-Lights and the Customer in conjunction with a specific quote. The confirmation form must be signed and returned to Hi-Lights to confirm the hire no less than 14 days prior to the start date of said contract. After this confirmation has been completed, changes to the contract must be made in writing to Hi-Lights and confirmed in writing by return to the Customer.
 - 3.1.2. Any verbal confirmations or alterations made between Hi-Lights and the Customer should be confirmed by the Customer in writing within 3 days of the conversation otherwise any difference of opinion concerning what was agreed will be resolved in favour of Hi-Lights
 - 3.1.3. All equipment remains the property of Hi-Lights at all times. The Customer must not move, alter or sub hire the equipment without prior written consent from Hi-Lights.
- 3.2. **Payment & Additional Charges**
 - 3.2.1. A 20% deposit is payable on confirmation of order. 30% is payable 90 days prior to the installation date, and the remaining balance is due 5 days before the installation team are due to arrive onsite.
 - 3.2.2. Late payments will be subject to interest charged daily at the TSB base rate plus 8% plus an administration charge, in line with the "late payment of commercial debts act 1998".
 - 3.2.3. The hirer will be liable to pay extra charges at cost if the build and take down of structures overruns due to conditions beyond the control of Hi-Lights (such as weather conditions).

3.3. Stage & Structures and Production Cancellation

- 3.3.1. Cancellation or reduction of services within the contract must be made in writing to Hi-Lights. Upon receipt of written cancellation, the cancellation charge will be worked out as follows in reference to the first onsite date.
 - 3.3.1.1. 30 days or more 20% of total amount
 - 3.3.1.2. 14-30 days 50% of total amount
 - 3.3.1.3. 4-13 days 80% of total amount
 - 3.3.1.4. 3 day or less 100% of total amount
- 3.3.2. Postponement of an agreed date shall be regarded as a cancellation unless agreed otherwise.

3.4. Customer's responsibilities

- 3.4.1. Responsibility for all Hi-Lights equipment included in the hire will be passed to the Customer upon delivery. The Customer is responsible for protecting Hi-Lights against any loss or damage to the equipment for the entirety of the contract.
- 3.4.2. Responsibility of structures will pass to the Customer upon completion and acceptance of a handover certificate from our onsite supervisor. The Customer will ensure that a duly authorised representative of the Customer is present at the installation of the Equipment and is authorised to accept the handover certificate accepting installation, within a reasonable time period as specified by Hi-Lights. This accepted and signed handover certificate shall constitute conclusive evidence that the Customer has examined the Equipment and found it to be in good condition, complete and fit for the purpose it was intended.
- 3.4.3. Evidence of a relevant insurance policy to protect against the loss of equipment may be required and failure to produce this will result in a breach of contract.
- 3.4.4. It is the responsibility of the Customer to provide a suitable clean and clear site with good access for the vehicles detailed in the contract. The build area must be sterile from the public and where possible other contractors during the build and de-rig. Ground conditions for access, storage areas and build sites should be suitable for our works with trackway supplied as needed. Hi-Lights cannot accept any responsibility for damage caused on site to the ground. Should any additional costs be incurred to Hi-Lights as a result of poor ground conditions these costs will be passed on to the Customer.

- 3.4.5. Ballast requirements as detailed in the contract must be met, including supply of a high pressure water supply with hose to reach our structure, permission to use ground anchors with confirmation that build site is free from underground services, or a surface ballast alternative.
- 3.4.6. There must be access to a mains power supply if specified within the contract. Secure onsite storage may be required for plant and/or Equipment & Stillages.
- 3.4.7. The Customer must ensure that the local authorities are informed of the work to be carried out and that all appropriate licenses and permissions are granted, any requests for information and documentation from Hi-Lights must be made at least 7 days prior to the event.
- 3.4.8. The Signatory to the Handover and/or the Customer jointly and severally undertake with Hi-Lights that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the Equipment to be misused
- 3.4.9. If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify Hi-Lights immediately
- 3.4.10. Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of Hi-Lights.
- 3.4.11. Hi-Lights will provide guidance and if detailed in the contract, equipment to monitor the weather on site, and if the most severe action point on the wind action plan is reached, Hi-Lights should be informed immediately. It is the Customer's responsibility to provide personnel from the point at which the structure is signed off until Hi-Lights staff commence dismantling the structure, to be in position to act in case of onsite weather conditions.

4. CONDITIONS AS TO SALE

4.1. Risk in Title

- 4.1.1. The risk in the Equipment shall pass to the Customer immediately on delivery to the Customer at the address shown for delivery on the contract or if the Customer collects on collection Property and title in the Equipment shall remain vested in Hi-Lights and Hi-Lights reserve the right to dispose of the Equipment until such time as the price shall have been paid in full
- 4.1.2. If any part of the payment is overdue or if the Customer is in breach of any of these terms or if the Customer or any third party shall take any steps or act or proceeding in which in the reasonable view of Hi-Lights the Customer's solvency is in doubt Hi-Lights may (without prejudice to any of Hi-Lights' other rights) recover or resell the Equipment and may enter upon the Customer's or any third parties property for that purpose.

4.2. Receipt

- 4.2.1. The Customer or any duly authorised person on behalf of the Customer shall receive and unload the Equipment and shall check the same for quantity and condition in the presence of Hi-Lights' Carrier
- 4.2.2. Any shortage of or unsatisfactory Equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the Customer shall give written confirmation to Hi-Lights within 24 hours of delivery
- 4.2.3. No claim in respect of shortage of or unsatisfactory condition of the Equipment shall be entertained by Hi-Lights unless condition 4.2.2. is observed
- 4.2.4. This condition does not affect the statutory rights of the Customer

4.3. Price

- 4.3.1. The price charged will be the price ruling at the time of delivery. Where this is at variance with the price quoted or inserted in the contract at the time the goods were ordered the Customer will be advised prior to delivery
- 4.3.2. The prices stated are for guidance purposes only. The customer agrees to pay for labour and material prices in our final invoice, even if this price is higher than initially estimated.

4.4. Payment

- 4.4.1. Where account facilities have been granted to the Customer in writing all invoices must be paid within the payment terms as stated on the invoice
- 4.4.2. Where no such facilities have been granted payment will be with order or where previously agreed on delivery

5. CONDITIONS APPLICABLE TO HIRE, SALE, STAGES & STRUCTURES and PRODUCTION

5.1. Payment and Interest

- 5.1.1. Where payments are not made on the due date Hi-Lights will be entitled to charge interest on the amount that is overdue at the Handelsbanken base rate prevailing for the period for which such monies are overdue together with 8% calculated on a day to day basis compounded with quarterly rests. An administration charge will also be payable in line with the "late payment of commercial debts act 1998"
- 5.1.2. The payment of such interest shall be without prejudice to any other rights or remedies of Hi-Lights.
- 5.1.3. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the Customer
- 5.1.4. Notwithstanding any provision in these terms of business to the contrary the customer shall if required by Hi-Lights pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order

5.2. Liability

- 5.2.1. Hi-Lights' liability for any defect in the equipment shall be limited to and in no case exceed: (a) any manufacturer's warranty sold with the equipment; or if there shall be none (b) replacement or repair of the defective equipment; or (c) at Hi-Lights' option a refund of the price
- 5.2.2. Consequential losses: Nothing in these terms and conditions shall make Hi-Lights liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same
- 5.2.3. Hi-Lights accept no responsibility for any claim arising from injury or loss in relation to its equipment and/or structures except where negligence can be established

5.3. Compatibility of Equipment

- 5.3.1. The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer
- 5.3.2. The Customer shall be responsible for ensuring that any equipment is suitable for their purposes

5.4. Delivery & Collection

- 5.4.1. Any times quoted for delivery & collection of the Equipment are approximate only
- 5.4.2. Hire charges or sale prices do not include carriage. Any expenses incurred by Hi-Lights in delivery or recovering equipment or attempting the same will be paid by the Customer. Unless otherwise agreed in writing, the Customer is responsible for loading, transporting and unloading the equipment.
- 5.4.3. Where carriage charges are quoted by Hi-Lights such charges will include only for the time to load or unload alongside the Hi-Lights' vehicle at the address specified by the Customer. Further time or attendance will be paid for by the Customer
- 5.4.4. Where arrangements have been made for Hi-Lights to be assisted by the Customer, if no suitable assistance is available, at the driver's discretion, the delivery may be aborted.
- 5.4.5. Where size/weight restrictions or ground conditions affect site access, at the driver's discretion the delivery or collection may be aborted
- 5.4.6. Where delivery or collection is aborted due to either 5.44 or 5.45, full delivery and rental costs will still be payable. Re-delivery will incur additional charges. Likewise for collection, equipment will remain on hire until alternative collection arrangements have been completed.
- 5.4.7. Hi-Lights reserves the right to recharge additional costs of delivery and collection including, but not restricted to, dismantling equipment, parking fines, waiting time and toll charges.
- 5.4.8. Where any delivery or Hi-Lights vehicle is directed by the Customer to leave the public highway, the Customer will be responsible for any injury, loss or damage whatsoever caused to the site and vehicle, and any associated recovery costs should the vehicle become immobile.

5.5. Termination of Hire, Stages & Structures And Production Services

- 5.5.1. Hi-Lights shall be entitled to terminate the contract with immediate effect and to repossess the Equipment if at any time the Customer is in breach of these terms; or, the Customer shall take any steps or if any act or proceeding is commenced in which the Customer's solvency is in the reasonable view of Hi-Lights in doubt. Such termination shall not affect the right of Hi-Lights to recover from the Customer any monies due under this contract interest consequential loss or damages for breach
- 5.5.2. The Customer hereby authorises Hi-Lights to enter upon any property upon which Hi-Lights reasonably believe any Equipment to be, and Hi-Lights in their absolute discretion may recover and remove the Equipment

5.6. Breach of Terms

- 5.6.1. The Customer hereby authorises Hi-Lights (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to Hi-Lights arising under a breach of these terms from any credit card debit card or charge account details of which are in the possession of Hi-Lights.

5.7. Power to Enter this Contract

- 5.7.1. The signatory to the contract warrants that they are duly authorised on the Customer's behalf to enter into the contract and hereby personally indemnifies Hi-Lights against all losses and costs that may be incurred by Hi-Lights if this is not the case

5.8. Force Majeure

- 5.8.1. Although the seller shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

5.9. Injury to Persons and Damage to Property

- 5.9.1. Subject to 5.2. above Hi-Lights shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the Equipment and where such defect is caused by the negligence of Hi-Lights.

5.10. Rights Reserved

- 5.10.1. Any failure by Hi-Lights to enforce any or all of these conditions shall not be construed as a waiver of any of Hi-Lights' rights hereunder
- 5.10.2. If any term in this contract shall be held invalid such invalidation shall not affect the validity of the remaining terms

5.11. Terms of Contract

- 5.11.1. These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer

5.12. Copyright

- 5.12.1. Hi-Lights notifies the Customer that playing or showing copyright material in circumstances where the Customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing
- 5.12.2. The Customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose
- 5.12.3. Hi-Lights reserve the right to record and monitor telephone conversations for staff training and other purposes.