

General Terms and Conditions for AM Lighting Ltd – T/A AML Event Hire

1. Definitions

- A. The company AM Lighting Limited T/A AML Event Hire letting the equipment on hire is hereinafter referred to as the “OWNER” and this expression includes its successors.
- B. The “HIRER” is the company, firm or person taking the Owner’s Equipment on hire and its expression includes his successors or personal representatives.
- C. “EQUIPMENT” shall include any lighting, sound, truss or special effect or part thereof and any attachments, leads or any other thing under the hire contract.
- D. “HIRE RATE” shall be the rate of hire for the equipment as provided on the Hire Contract and subject to the provisions of these Terms and Conditions of Hire.

2. Acceptance

- A. The Hirer’s order, whether oral or in writing from the supply of equipment shall be construed as an expressed acceptance of these Terms and Conditions and in so far as any provision of the Hirer’s said order be inconsistent therewith these Terms and Conditions of Hire shall be deemed to prevail.
- B. Any variations in the Contract shall be in writing.
- C. The Hirer warrants to the Owner that no representations have been made to hire concerning the equipment and in particular its suitability for any particular purpose or for work in any particular place and that in entering into this Contract the Hirer does not rely upon any such representation and has satisfied himself independently upon all such matters and accordingly the Hirer shall seek no relief in respect of any such representation and in particular shall bring no proceedings for misrepresentation whether under the Misrepresentation Act 1967 or otherwise.

3. Commencement of Hire

Subject to the other provisions of the Hire Contract, the Owner shall supply the equipment on the collection or installation date. The period of Hire shall start on such collection or installation. Hire charges shall commence on collection or installation unless otherwise stated on the Hire Contract

4. Hirer’s Liability for loss or damage

- A. The Hirer accepts full responsibility to the Owner for loss or damage to or destruction of the equipment suffered during the period of hire from whatever cause the same may arise and is fully responsible to the Owner for the safe keeping of the equipment and its return in equal order to the Owner at the end of the hire.
- B. The Hirer accepts all liability and responsibility in respect of and shall fully and completely indemnify the Owner against all third party claims and losses however arising in respect of damage to or loss or destruction of any property or in respect of the personal injury or death of anybody in any way caused by or relating to the equipment or its use.
- C. The owner shall not be liable to the Hirer in respect of any damage to or loss or destruction of the property of the Hirer nor in respect of the personal injury or death of the Hirer or his employees or contractors or other persons in any way caused by or relating to the equipment or its use howsoever such damage, loss destruction, injury or death shall be caused.

5. Owners Obligation

- A. The Owner shall ensure that at the commencement of the Hire the equipment shall be of sound construction and in working order.
- B. Equipment using electric lamps will be tested and working and the Owner cannot be held responsible for lamp failure (it is suggested the Hirer purchases spare lamps which will be refunded after the Hire period if unused).

6. Insurance

The Hirer shall at the Hirer’s expense fully insure with a reputable insurance company:

- A. The Equipment as described on the Hire Contract for the value shown against loss or damage or destruction however arising.
- B. In respect of all Hirer’s liability (or responsibility and indemnity to) the Owner.
- C. In respect of the Hirer’s liability to third parties relating to the equipment used.

7. Payment

Payment must be made on collection or delivery of the Equipment unless a full credit account is held with the owner. Long Term Hire (minimum one month):

- A. The Hirer must make payment in full each month of the hire period no longer than 30 days after the month's invoice.
- B. The Owner will be responsible for the first year's warranty work, as long as the Hirer has kept the equipment in good condition.
- C. The Hirer will be responsible for repair work if the fault is found to be due to his neglect of the equipment.
- D. All deposits made to secure bookings are non refundable.
- E. Overdue accounts may be liable for debt collection. All charges are recoverable from the customer.

8. Sub Letting

The Hirer shall not without consent of the Owner, assign, sublet, mortgage, charge, pledge, part with possession of or otherwise deal with the equipment.

9. General

- A. It is advised that the Hirers should check the compatibility of their own items hired from the Owner. The Owner accepts no responsibility for equipment that does not work in conjunction with that of the Hirer.
- B. The Hirer will allow AM Lighting Limited to access to their premises for the removal of hired equipment should they go into receivership in whatever form, or in the late payment of Hire invoices.

10. Cancellation

A. Cancellation fees apply to all orders where acceptance has been expressed (see note 2. A.) The fee scale is as follows; 100% payment including prevailing VAT if cancelled on the day of the commencement of the hire, reducing to 50% if cancelled within 7 days and 25% if cancelled within 14 days.

11. Covid-19 – Coronavirus Policy

- A. The Owner will not apply any cancellation fees if the hire or event has had to be cancelled or postponed due to the Coronavirus pandemic. The Hirer can move the dates of any event without any additional cost being incurred assuming all hired items remain the same.
- B. If the event has moved to a new date and the equipment is not available for the new date, the Owner will provide a substitute and no extra cost.
- C. If an event or hire has had to be completely cancelled, the Owner will refund all monies paid within 30 days of a written request to refund. All requests should be emailed to office@amlighting.co.uk. The refund will be made to a bank account or credit card of the Hirers choosing. Any remaining balance payments will not be due.

BY SIGNING BELOW YOU ARE AGREEING TO OUR TERMS AND CONDITIONS.

Print Name.....**Signature**.....
Date.....

AML is the trading name of AM Lighting Ltd Registered office; Unit ABC Densfield Works Block 3 | 6 North Isla Street | Dundee |DD3 7JQ VAT Reg – 743221561 | Company Reg - 311978 | Tel – 01382 815400 | Web – www.amlighting.co.uk | Email – office@amlighting.co.uk

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