

CDF SPEAKER HIRE TERMS

Terms & Conditions of Hire

June 2019 revision

1. Contract of Terms

- a) This contract is made between CDF Speaker Hire forthwith known as “CDF” and the person named in the booking forthwith known as “the hirer”.
- b) The hirer is the person named on the booking and declares that he/she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. If the hirer is entering into this agreement on behalf of another individual or on behalf of a company/organisation/charity they declare that they have the full authority to do so.
- c) The hirer must provide 3 forms of identification in order to hire equipment. CDF require a valid passport and two utility bills dated within the last three months confirming the hirers address. If the hire is over £500 or for DJ equipment we also require the hirers passport for the duration of the rental as well as a payslip dated within the last three months.
- d) For businesses, the hirer must provide a copy of the hirer's business letter headed paper which contains the registered company number and full registered company address.
- e) CDF's equipment is used at the hirer's own risk. Accordingly, CDF cannot be held responsible for any damages, including damages to persons operating or in the vicinity of equipment, mechanical, software and/or electrical or loss of material and/or performance which result from mechanical, electrical and/or software failure.
- f) Where a hirer has terms and conditions covering purchasing and hiring that conflict with 's Terms & Conditions of Hire then CDF's Terms & Conditions of Hire shall take precedence unless specifically agreed in writing by a Director of CDF prior to the hire date.
- g) The hirer must hold their own valid insurance to cover the terms of hire.
- h) Any hirer who contravenes this contract in any way may, at the discretion of a director of CDF, be excluded from entering into future contracts for the hire of equipment and services.
- i) The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with the law of England and Wales.
- j) CDF reserves the right to change these Terms & Conditions of Hire at any time, and without prior notice.

2. Acceptance of Terms

a) By hiring equipment or services from CDF, the hirer automatically signifies their unconditional acceptance in whole of CDF's terms as set out in this Terms & Conditions of Hire.

b) By providing the information required on the booking form, paying or making a deposit or showing their acceptance to hire equipment or services by phone, written or electronic communication or through the CDF online portal, the hirer agrees to be bound unconditionally by CDF's Terms & Conditions of Hire.

3. Cancellation of Hire

a) Without prejudice to any other rights or remedy in the event of cancellation of any order by the hirer CDF reserves the right to make a cancellation charge as stipulated in this clause. Under Consumer Laws, the hirer has a right to cancel this hire agreement. The hirer may exercise the cancellation right under following conditions:

b) This contract comes into existence on the day you complete this agreement with CDF. As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these Terms and Conditions.

c) You may cancel this contract within 14 days of entering into it. That means CDF will not be able to hand over the possession of the equipment for 14 days, unless you agree a waiver which will be provided to you separately. In the event of cancellation within this 14-day period, the deposit that you have paid will be returned to you less an administration fee of £15.00.

d) If you have signed the waiver because you require the equipment within 14 days of entering this agreement, and you cancel, any sums you paid to CDF will be non refundable.

e) In the event of cancellation beyond the 14-day period the follow provisions will apply:

If CDF cancels the hire services, any fees paid will be repaid to the hirer within 14 days of cancellation, and no further refunds, sum or compensation will be payable to the Hirer by CDF arising from such cancellation.

If the hirer seeks to cancel the hire services more than 14 days before the hire period, then the fees paid shall be forfeited. No further sums will be due from the hirer to CDF.

If the hirer seeks to cancel the hire services less than 14 days before the hire period, then any fees paid will be forfeited. Any expenses incurred as at the date of cancellation must also be paid by the hirer, and those paid shall also be non-refundable. In addition, a cancellation fee will be immediately due, which shall be 100% of the hire charges, less any fees already paid.

4. The Equipment

a) All equipment hired remains, at all times, the property of CDF.

b) All equipment must be used for the purpose for which it was intended by the manufacturer.

c) Notification of equipment travelling outside mainland UK, must be agreed in writing by a Director of CDF at the time of booking.

d) CDF reserves the right to inspect all hired equipment at any time during the hire period.

e) The hirer must not hire, sub hire or assign to another party, any equipment hired under this contract without prior written permission by a Director of CDF.

f) The equipment shall be deemed to be in good repair and condition and to the hirer's satisfaction unless the hirer gives notice otherwise at the point of collection or on receipt of delivery by CDF.

g) The hirer is required to ensure that the equipment is not vulnerable to theft, damage or adverse environmental elements such as excess heat, humidity, coldness, moisture, liquids or dust.

h) The equipment shall be at the risk of the hirer as to all loss and damage whatsoever during the hire period and the hirer will be responsible for paying

the first £2000 towards the costs of replacement or repair to any individual piece of equipment which is damaged, lost or stolen whilst in the hirer's care except where this is due to negligence on the part of the hirer in which case the hirer will be responsible for meeting the full cost of replacement or repair to the equipment.

i) CDF gives no warranty that goods supplied for hire are fit for the hirer's purpose or purposes. The hirer warrants that he/she has satisfied him/herself that the goods will be fit for every purpose for which he/she requires them and that he/she does not rely on any skill or judgement of CDF in this regard.

j) While CDF will always attempt to provide the ordered equipment; CDF reserves the right to provide substitute equipment. CDF also reserves the right to terminate this contract without liability if for any reason beyond CDF's control, CDF are unable to supply the equipment as described in the booking. In the unlikely event of CDF not being able to fulfil your booking all monies paid to CDF will be refunded, but this will be the limit of CDF's liability to the hirer.

k) Conditions, warranties or other terms implied by statute or common law in any country, are excluded from this agreement to the fullest extent permitted by law. CDF are not liable to any person in any circumstances if at any time if the equipment has been damaged in any way whatever; or

the equipment has been repaired or serviced by someone not authorised by CDF to provide that service.

l) CDF shall not be liable to the hirer for any loss or expense which is indirect or consequential loss; or economic loss or other turnover, profits, business or goodwill even if such loss was reasonably foreseeable or CDF knew the hirer might incur it.

m) Except in the case of death or personal injury, CDF total liability, arising in any way out of this agreement, shall not exceed the sum that the hirer paid for the hire of the equipment. This applies whether the case is based on contract, tort or any other basis in law.

n) All equipment must be checked by the hirer with a member of the CDF team and signed for to confirm receipt. Any discrepancies must be notified immediately to CDF and signed for as a discrepancy. If a signature is not provided, then the hirer is signifying their automatic and unconditional acceptance of the equipment on the invoice provided.

5. Collection of Equipment by Hirer

a) All equipment must be collected from CDF's premises unless special arrangements have been made and agreed in writing prior to the hire date.

b) It is the hirer's responsibility to arrange appropriate and adequate transportation of the equipment they are hiring if they have not

agreed in writing and paid for CDF's transportation services prior to the hire date.

c) Any information in regard to value, size, weight, protection or suitable transport must be made at the time of booking and not on the hire date.

d) The equipment is at the Hirers risk as soon as it is collected by the Hirer.

6. Transportation of Equipment by CDF

a) By email request before the hire period, the equipment can be delivered and collected on behalf of the hirer by CDF, however, CDF will charge the hirer for all expenses incurred for delivery and collection. These fees are including but not limited to the London Congestion Charge, fuel, parking permits, tickets and parking fines incurred.

b) The hirer is obligated to provide adequate legal parking for CDF's vehicle(s) for the duration of delivery, collection, setup, dismantle and event.

c) Delivery and collection are not available in all areas.

d) Delivery/collection are only to/from the road side unless the hirer has booked set up and/or dismantle at an additional cost to the transportation fee.

e) For collection at the end of a hire period, the equipment must be dismantled and made ready for transit in the same form it was delivered. The equipment must be made available at the road side ready for CDF transport to load. Please see clause 12b and 12c for information on penalties.

- f) Any delivery and collection requests for out of hours' transport will be subject to an additional charge each way depending on the time of the delivery or collection.
- g) If the hirer has chosen delivery only unless the hirer has booked set up and/or dismantle at an additional cost to the transportation fee, all hired equipment should be installed by a competent person.
- h) CDF cannot accept any responsibility for damage done to personnel or property whilst equipment is on hire or in transit.
- i) CDF will use their own private transport but when necessary may utilise other parties' services and vehicles for the transport of equipment.
- j) CDF will endeavour to meet any agreed delivery conditions but cannot accept responsibility for any delay in delivery and/or collection howsoever caused.
- k) The equipment is entirely the responsibility of the hirer until the equipment is loaded back onto CDF's vehicles for return to CDF's premises.
- l) Where a delivery or collection cannot be completed because of a lack of access at the delivery address the hirer shall still be liable for all agreed charges and for any additional costs incurred in the attempt to complete the delivery and/or collection.
- m) The equipment is at the Hirers risk as soon as it is delivered to the Hirer.

7. Transportation

- a) It is the hirer's responsibility to arrange his/her own appropriate transportation.
- b) CDF cannot be held liable for any loss or penalties either financial or otherwise, incurred by the hirer due to the hirer not arranging and providing adequate transportation for the equipment being hired.
- c) CDF cannot be held liable for any transportation fees however they may result in order to transport the hirer's equipment.

8. Returning the Equipment

- a) Equipment must be returned before the end of the pre-agreed hire period.
- b) Unless specified, hire charges are based on a period of one day (24 hours), or part thereof, irrespective of whether the equipment is in use or not.

9. Price Match and Price Beat Guarantee

- a) CDF will make every effort to provide the most competitive pricing on a hirer's order.

b) Should exactly the same equipment and accessories be available to hire from a registered VAT registered UK company based within 5 mile radius of Cardiff

boundary for the exact dates and times that a valid quote has been provided by CDF then a price match will be offered at the discretion of a Director of CDF.

c) CDF's Price Match & Price Beat Guarantee only covers equipment rental and does not extend to transportation, services or labour costs.

10. Payment, Deposits, Quotes & Refunds

a) All quotes are valid for a period of 30 days unless otherwise stated.

b) The provision of a quote does not guarantee or confirm that the relevant equipment or services are available and may be withdrawn without prior notice or explanation at any time.

c) All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.

d) All quotations are made by CDF without obligation and CDF reserves the right at any time to vary any quotation or part thereof or to refuse acceptance

of any order without assigning any reason for such refusal, although once the full payment or deposit has been paid the price will be fixed.

e) The hirer is required to pay the full cost of the hire prior to the equipment leaving CDF's premises.

f) All deposits paid to CDF to secure a booking are non-refundable in accordance with clause 3a, 3b, 3c and 3d.

g) CDF reserves the right to remove any or all discount without prior notice or for the failure to make payment of outstanding monies due for both hires and sales.

h) All refunds will be processed within 10 working days.

i) CDF will exercise their statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if CDF are not paid according to the agreed terms, in clause 10e for non-account holders.

11. Account Holders

a) Account holders are required to pay all invoices within 30 days of the invoice date unless other arrangements have been made and confirmed in writing by a Director of CDF.

b) CDF will not enter into contracts for the hire of equipment or services if the hirer or organisation has outstanding debts with CDF.

- c) All clients will be charged for any expenses incurred by CDF in respect of any debt collection.
- d) All outstanding debts will incur interest charged at 8% per month thereafter (with a minimum charge of £10.00).
- e) Should any debt not be settled within 30 days of invoice then CDF reserves the right to commence legal action against the debtor and all fees incurred will be added to the total of the debt to be paid by the debtor.
- f) Where equipment is damaged or stolen whilst on hire and repair or replacement fees result, the amount due is immediately payable.

12. Penalties

- a) Any equipment returned after the booked return date will be charged for at a minimum of one extra day's hire fee, regardless of the original hire period.
- b) The hirer must have the equipment dismantled, packed and ready for collection at the end of the hire period when booked on a standard hire (unless prior arrangements for dismantling and removal has been agreed in writing and paid for).
- c) If clause 12b has not been adhered to then the hirer is liable for additional charges which may include but is not limited to extending the hire period until dismantling and packing has taken place and the goods are returned to CDF's premises.
- d) Hiring commences on collection and ends when the equipment is returned to CDF's premises.
- e) CDF will check the equipment and inform the hirer within 3 working days of any loss or damage.
- f) Any costs incurred by CDF in respect of replacement or repair, or if equipment is lost or damaged during the hire period must be met by the hirer.
- g) CDF or parties acting on CDF's behalf are authorised by this contract to contact the hirer at the hirer's premises or associated locations at any time in the recovery of equipment not returned at the end of the hire period.
- h) The hirer undertakes to keep and return equipment in good order and the same condition as provided at the point of hire. Any equipment returned in a soiled or dirty condition may incur a cleaning charge as listed in section 13.
- i) Equipment is to be kept in a secure safe environment with no exposure to the elements, food, drink or other liquids. Should this hirer not adhere to this then CDF reserves the right to charge the hirer for any damage.

- j) Connectors must not be removed from equipment. CDF reserves the right to charge for refitting or inspecting any connectors found to have been removed or tampered with. Equipment must not be modified in anyway.
- k) The hirer undertakes to insure the equipment at full replacement value, when away from the premises of CDF. A valuation is available on request.
- l) Failure to return any cable coiled and taped may result in a charge for coiling and taping said cable.
- m) Packing supplied with equipment must be returned, or it will be charged for.
- n) The hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws and regulations.
- o) If the hirer reports any equipment or accessories as faulty during a hire which are subsequently found to be in good working order, the hirer will be liable for all costs incurred for dealing with the situation including but not limited to the replacement equipment charges (for the full period of hire), sub-hires, purchases, labour and transport in any form.

13. Replacement & Cleaning Costs

The following charge list covers replacement and cleaning of ancillary equipment. The costs are indications and CDF reserves the right to change them without prior notice.

Description	Replacement Cost	Cleaning Cost
Audio Cable (Up to 10m)	£25	£5
Power Cable (13amp Up to 10m)	£25	£5
SDI (Up to 20m)	£50	£5
13a/16a Extension Cable (10m)	£75	£15
Audio Adapter	£15	£5
Speaker/Microphone Pole Bag	£50	£5
Speaker Pole	£75	£5
Microphone Stand	£50	£5
Microphone Stand Clip	£10	£5
Microphone Zip Pouch	£20	£5
Other Equipment Not Listed	£TBC*	£TBC**

* & ** This price will be specific to the piece of equipment and can be provided on application. All prices are subject to VAT at current rate.