

## **Dinrino Theatre Services - Terms & Conditions 2013**

### 1. DEFINITIONS

'The Customer' is the company, organisation or individual hiring the equipment from Dinrino Theatre Services (DTS).

'Contract' is the contract for hire of equipment by the Customer from DTS, incorporating these terms and conditions.

'Equipment' is the equipment covered under the Contract or any portion thereof.

'Hire Period' is the period commencing on the date of collection or despatch of the Equipment from DTS premises and ending on the date of return of the Equipment to DTS premises.

'Hire Charge' is the charge payable by the Customer to DTS based on the unit rates as advised to the Customer.

'Hire Location' is the location (or locations in case of a touring production), as detailed in the Hire Contract, at which the Customer shall use the Equipment

### 2. HIRE TERMS

DTS hereby hires to the Customer the Equipment, for use in the Hire Location, for the Hire Period, at the Hire Charge. Specifications, particulars, descriptions and drawings issued by DTS should be considered as approximations to present a general impression and shall not form a part of the Contract.

### 3. HIRE CHARGE

For hires of up to a fortnight, the Customer shall pay to DTS the full Hire Charge in advance of commencement of the Hire Period. For longer Hire Periods, payments shall be made at fortnightly intervals in advance. Where credit facilities are granted to the Customer by DTS, invoices shall be payable within 14 days by the Customer, unless otherwise agreed by DTS.

Production services, packing, delivery, and collection shall be charged additionally by DTS and shall be invoiced and payable on the same basis.

VAT shall be charged additionally at the prevailing rate.

In case of any overdue payments, the Customer shall pay interest charges to DTS for the delay period, calculated on a daily basis at the prevailing base rate of HSBC Bank plus 4% per annum.

### 4. DELIVERY:

In case of delivery of Equipment by DTS or by a carrier, the times agreed are approximate and DTS shall not be liable for any delays to the delivery for reasons outside of their control.

The risk in the Equipment shall pass to the Customer upon delivery.

The Customer shall inspect all Equipment on receipt and within one working day of such, shall notify DTS in writing by post (with phone call to notify) or email, of any damage or shortages. The Customer shall return damaged equipment to DTS or retain it for inspection by the carrier, as required by DTS.

In case the Customer fails to notify DTS of damages or shortages within one working day of receipt, or in case the Customer fails to follow DTS instructions in respect of return or inspection, the Customer shall pay to DTS the full cost of repair or replacement of the Equipment in addition to the full Hire Charge for the period that the equipment is absent from DTS's premises.

If DTS is required to pay for parking at a particular venue, DTS should be notified prior to the event.

This, or any fines incurred because of parking not being provided will be added to expenses for the job if it has not already been covered.

### 5. INSURANCE

In the event that the value of the Equipment is in excess of £100 (as notified by DTS) the Customer shall insure the Equipment against loss, damage and all risks for its full replacement cost, as advised by DTS for the full Hire Period. Insurance shall be effective with a reputable insurance company acceptable to DTS.

Costs of loss and damage shall be reimbursed by the Customer to DTS immediately on receipt of payment by the Customer from the insurer, or at latest, at 30 days from date of occurrence of the loss or damage, whichever shall be the sooner. Unless DTS Technician's are being used to both install and run the event, DTS shall not be responsible for any Equipment or Public Liability Insurance. This would be the responsibility of the hirer.

### 6. USAGE OF EQUIPMENT

The Customer shall ensure that the Equipment is installed and operated by competent persons in accordance with prevalent regulations, especially those in respect of Health & Safety, Electrical Safety and Lifting Operations. The Customer shall install and use the Equipment in a weatherproofed, indoor environment, except where the order acknowledgement specifically provides for outdoor usage.

The Customer shall be responsible for all costs incurred by DTS to rectify damage or deterioration of the Equipment in consequence of improper use.

DTS shall have the right to inspect the Equipment at the Hire Location at any time between 9.00 am and 9.00 pm throughout the Hire Period.

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### 7. TITLE, SALE AND RE-HIRE

Ownership of the Equipment shall at all times remain with DTS. The Customer is not permitted to sell or re-hire the Equipment other than in the case of re-hire by recognised lighting hire or event management companies and as specifically agreed by DTS in writing and on terms approved by DTS.

### 8. INDEMNITY

The Customer shall be wholly responsible and hold DTS indemnified against all loss or damages, liabilities, claims, demands and legal proceedings that may arise as a consequence of any accident or default involving the Equipment.

### 9. LIABILITY

The liability of DTS for any defect in the Equipment shall in no case exceed either:

- a. The manufacturer s warranty for Equipment under warranty, or
- b. The costs of replacement or repairs of defective equipment, or
- c. A refund of the Hire Charge for the period that the faulty Equipment remains unserviceable.

### 10. TERMINATION OF HIRE

DTS may terminate the Contract for Hire in the event that:

- a. The Customer is in default in payment of Hire Charges, or
- b. The Customer commits a material breach of their obligations herein, or
- c. The Customer enters into liquidation, administration, receivership or any arrangement with its creditors.

On termination of the Contract, the Customer agrees to return the Equipment to DTS within one working day. In the event of their failure to so do, the Customer authorises DTS to enter any premises where DTS reasonably considers the Equipment to be located for the purposes of recovery and removal of the Equipment.

Any termination of the Contract shall not affect the rights or liabilities of either DTS or the Customer.

### 11. FORCE MAJURE

While DTS undertakes to use its best endeavours to implement all obligations under the Contract in a timely and efficient manner, it cannot accept any responsibility for any failure or delay for whatsoever reason caused by circumstances beyond its control

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