

Theatek Terms and Conditions of Hire

- 1 In these conditions:**
- 1.1 'Contract' means a contract for the hire of Equipment concluded by the acceptance by Theatek Ltd.. of an order pursuant to condition 2
 - 1.2 'Equipment' means the equipment described or any individual item thereof
 - 1.3 'Hire Charge' means the weekly or daily charge payable by the Hirer to Theatek Ltd.. for the hire of Equipment, which is set out in the current Theatek Ltd. Hire Rates List
 - 1.4 'Hire Period' means a period starting on the date that Equipment is despatched to or collected by the Hirer and ending on the date on which the Equipment is returned to Theatek Ltd.
 - 1.5 'Hirer' means the Hirer of the Equipment from Theatek Ltd..
 - 1.6 'Theatek Ltd.' means the company Theatek, registered in England and Wales number 4153173
 - 1.7 The headings in these Terms and Conditions are for ease of reference only and shall not effect their interpretation.
- 2 Orders**
- 2.1 Theatek Ltd. shall accept an order for the hire of Equipment in writing or verbally. Unless otherwise agreed the acceptance of the Hirer's order by an authorised employee of Theatek Ltd. shall constitute the Contract, which shall be subject to these conditions.
 - 2.2 Any Terms or Conditions in the Hirer's order or other documentation of whatsoever kind, which are inconsistent with these conditions, shall have no effect.
- 3 Hire of Equipment**
- 3.1 Theatek hereby hires the Equipment to the Hirer for the Hire Period at the Hire Charge
 - 3.2 Theatek reserves the right to supply equipment of a similar design to the Equipment
 - 3.3 All descriptions and specifications, drawings and particulars of weights and dimensions issued by Theatek Ltd. are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the Contract. Due to continuing development Theatek Ltd. reserves the right to change specifications without notice
- 4 Hire Charge**
- 4.1 The Hirer shall pay to Theatek Ltd. either in advance or on a weekly basis a sum calculated by multiplying the appropriate Hire Charge for the Equipment by the Hire Period for such items of Equipment. All Hire Charges are strictly net and are due and payable on invoice submitted within 28 days. Charges run from day of despatch until day of return and are based on a period of one week or part thereof irrespective of whether the goods are in use or not.
 - 4.2 The Hirer shall pay to Theatek Ltd. any packing and delivery charges where appropriate
 - 4.3 All sums due from the Hirer to Theatek Ltd. hereunder shall be increased to include VAT at the current rate
 - 4.4 The Hirer shall pay Theatek Ltd. invoices hereunder within 30 days of the date of invoice. Time shall be of the essence in respect of the payment of all sums due hereunder
 - 4.5 Theatek Ltd. reserves the right to charge the Hirer interest at the rate of 4 per cent above the Bank of England Base Rate on all invoices which are not paid in accordance with Condition 4.4. such interest being calculated 30 days after the date of invoice until actual payment compounded quarterly and to be payable as well after as before any judgement obtained in respect thereof.
- 5 Delivery**
- 5.1 Any dates and times quoted for delivery of the Equipment are approximate only and Theatek Ltd. shall not be liable for any delay in delivery of the Equipment howsoever caused
 - 5.2 The Hirer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged, or that some of the Equipment has been lost, the Hirer shall notify Theatek Ltd. and the carrier in writing within 3 days of the date of receipt. Damaged Equipment may be retained by the Hirer for inspection by the carrier, provided that it shall be returned to Theatek Ltd. on demand. If the Hirer fails to notify Theatek Ltd. and the carrier in accordance with this Condition, or to return the Equipment on demand by Theatek Ltd., the Hirer shall pay to Theatek Ltd. the full cost of repair or replacement of the Equipment or full hire rate until returned.
 - 5.3 For Hirers collecting and returning Equipment, Theatek Ltd. normal working hours are Monday – Friday 9:30am – 5pm (appointments outside these hours by prior arrangement only)
- 6 Use of Equipment**
- 6.1 The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.
 - 6.2 The Hirer shall at its expense keep the Equipment in good repair, condition and working order, fair wear and tear accepted. Without prejudice to the generality of the foregoing, the Hirer shall on a very regular basis and certainly every week:
 - 6.2.1 Inspect, Test and Clean the Equipment
 - 6.2.2 Check and maintain wiring to and fixing and rigging of the Equipment
 - 6.3 The Hirer shall not without the prior consent of Theatek Ltd. make any modification or alteration to the Equipment, or take the Equipment outside mainland Great Britain.
 - 6.4 The Hirer shall allow Theatek Ltd. to inspect the Equipment upon request during Theatek Ltd. normal working hours
 - 6.5 The Hirer shall return all faulty lamps to Theatek Ltd.. The replacement cost of lamps will be charged to the Hirer if they are not returned
- 7 Ownership**
- 7.1 The Equipment shall at all times remain the property of Theatek Ltd. and the Hirer shall have no rights to the Equipment other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of Theatek Ltd. in respect of the Equipment are or may be prejudicially affected

- 8 Loss, Damage and Insurance**
- 8.1 In the event of any loss or damage to the Equipment the Hirer shall pay for its replacement, or the cost or restoring it to good working order, or allow Theatek Ltd. or its agent to carry out such work at the Hirer's expense
- 8.2 The Hirer shall during the Hire Period (without prejudice to the liability of the Hirer to the Owner pursuant to Condition 8.1) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks). The Hirer shall notify its insurers that the Equipment is on hire from Theatek Ltd. and request the insurers to endorse a note of such interest on the policy, naming Theatek Ltd. as loss payee. The Hirer shall on demand show to Theatek Ltd. the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or to do or allow to be done any act or thing whereby the insurance policy may be invalidated.
- 8.3 Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify Theatek Ltd. thereof. The Hirer shall hold any monies received by the same as Theatek Ltd. directs.
- 9 Hirer's Indemnities**
- 9.1 The Hirer shall be solely responsible for and hold Theatek Ltd. fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Theatek Ltd. as a result of any accident involving the Equipment
- 9.2 The Hirer shall be solely responsible for and hold Theatek Ltd. fully indemnified against all claims, liabilities, demands, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Theatek Ltd. as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any contract.
- 10 Limitations of Liability**
- 10.1 Theatek Ltd. liability for direct physical damage to tangible property of the Hirer caused by the negligence of Theatek Ltd., its employees, agents or sub-contracts, or by breach of any contract shall not exceed £500,000 subject to the exclusions set out in Condition 10.2
- 10.2 Theatek Ltd. shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation of Theatek Ltd.:
- 10.2.1 Loss of profits, business, revenue, goodwill or anticipated savings whether sustained by the Hirer or any other person
- 10.2.2 Special, indirect or consequential loss other than direct physical damage to tangible property of The Hirer or any other person
- 10.2.3 Any loss arising from any claim made against Theatek Ltd. by any other person
- 11 Termination**
- 11.1 Theatek Ltd. shall have the right to terminate a Contract forthwith by giving notice in writing if the Hirer:
- 11.1.1 Fails to make payment of any sum in accordance with Condition 4
- 11.1.2 Shall commit any other material breach of its obligations hereunder and shall not within 14 days of notice of such breach remedy the same
- 11.1.3 Shall enter into liquidation whether compulsory or voluntary otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for an administration order or shall be the subject of any proposal under Part 1 of the Insolvency Act 1986 for a composition in satisfaction of its debts.
- 12 Consequences of Termination**
- 12.1 Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party
- 12.2 On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with Theatek Ltd. consent and shall unless otherwise agreed with Theatek Ltd. forthwith return the Equipment to Theatek Ltd. in good working order.
- 13 Force Majeure**
- 13.1 Although Theatek Ltd. shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner it does not accept any responsibility for any failure or delay caused by circumstances beyond its control.
- 14 General**
- 14.1 No neglect, delay or indulgence by Theatek Ltd. in enforcing a Contract shall prejudice the rights of Theatek Ltd. or be construed as a waiver.
- 14.2 The Hirer hereby waives all and any future claims and rights of set off against any sums due to Theatek Ltd. hereunder regardless of any equity, set off or counter-claim on the part of the Hirer against Theatek Ltd..
- 14.3 Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery if (in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery
- 14.4 The Hirer shall not assign or otherwise transfer all or any part of a Contract
- 14.5 The formation, construction and performance of all Contracts shall be governed in all respect by English Law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.