



## Hire Conditions

### 1. Definitions

- "Company" refers to Slide Productions.
- "Hirer" refers to the individual or organization hiring the Equipment and/or Crew.
- "Equipment" refers to all audio-visual equipment, including but not limited to; video projectors, screens, video control hardware, prime & back up media servers, cameras, vision mixers, soundcards, power, signal and data distribution infrastructure hired by the Hirer.
- "Crew" refers to the personnel provided by the Company to operate and/or support the Equipment.
- "Hire Period" refers to the agreed-upon date / duration of the hire, including setup and breakdown.
- "Hire Fee" refers to the total cost of hiring the Equipment and/or Crew, as specified in the quotation / invoice.

### 2. Hire Period

The Hire Period shall commence on the agreed start date and time and conclude on the agreed end date and time. Any extension of the Hire Period must be agreed upon in writing by both parties and may be subject to additional charges.

### 3. Payment

The Hirer shall pay the Hire Fee as specified in the quotation/invoice. Payment terms are 50% deposit upon booking confirmation, 50% balance payable within 7 days of the event. Late payments may incur interest charges at a rate of 5% per month.

### 4. Equipment Use

- The Hirer is responsible for the safe and proper use of the Equipment during the Hire Period.
- The Hirer shall not sub-hire or loan the Equipment to any third party without the written consent of the Company.
- The Hirer is responsible for any loss or damage to the Equipment during the Hire Period, fair wear and tear excepted. The Hirer shall be liable for the full replacement cost of any lost or damaged Equipment.
- The Hirer shall ensure that the Equipment is used in a suitable environment and in accordance with the manufacturer's instructions.

### 5. Crew Responsibilities (If applicable)

- The Company shall provide competent Crew to operate and/or support the Equipment as agreed.
- The Crew shall adhere to all reasonable instructions given by the Hirer, provided they do not compromise safety or the proper operation of the Equipment.
- The Hirer is responsible for providing a safe working environment for the Crew.

### 6. Cancellation Policy

- **More than 30 days before the date of hire:** The Hirer may cancel the booking by providing written notice to the Company. A full refund will be issued.
- **Between 8 and 30 days before the date of hire:** The Hirer may cancel the booking by providing written notice to the Company. A cancellation fee of 50% of the hire fee total will be payable. This fee represents a genuine pre-estimate of the Company's loss, taking into account the reduced likelihood of re-booking for the equipment and crew at this stage.
- **Within 7 days of the date of hire:** The Hirer may cancel the booking by providing written notice to the Company. A cancellation fee of 75% of the hire fee total will be payable. This fee represents a pre-estimate of the Company's loss, considering the limited time to secure an alternative booking and the potential for lost revenue.
- **Mitigation of Loss:** In the event of a cancellation, the Company will make reasonable efforts to re-book the Equipment and Crew for the Hire Period. Any costs recovered through re-booking will be taken into account when calculating the final cancellation fee due from the Hirer.
- **Consumer Contracts:** If the Hirer is a consumer (as defined in the Consumer Rights Act 2015), the cancellation fees will only be payable to the extent that they represent a genuine pre-estimate of the Company's loss resulting from the cancellation. The Company will provide a breakdown of how the cancellation fee was calculated upon request.

### 7. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this agreement to the extent that such failure or delay is caused by a Force Majeure event. A Force Majeure event includes, but is not limited to, acts of God, war, terrorism, riots, fire, flood, strikes, or other events beyond the reasonable control of the affected party.

### 8. Liability

The Company's liability to the Hirer for any breach of this agreement shall be limited to the amount of the Hire Fee. The Company shall not be liable for any indirect or consequential loss or damage.

### 9. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

### 10. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

## 11. Dispute Resolution

In the event of any dispute arising out of or in connection with this agreement, the parties shall first attempt to resolve the dispute amicably through negotiation. The parties agree to engage in good-faith negotiations to resolve any dispute within 14 days before resorting to other dispute resolution methods.

If the parties are unable to resolve the dispute through negotiation, they may agree to submit the dispute to mediation. The parties agree to consider using a mutually agreed-upon mediator to facilitate resolution.

If mediation is unsuccessful (or if the parties do not agree to mediation), the parties may pursue other legal remedies available to them. This clause does not prevent either party from seeking injunctive relief or other legal remedies in a court of competent jurisdiction to protect its interests.

## 12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 13. Severability

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that reflects the original intention<sup>2</sup> of the parties as closely as possible.

## 15. Notices

All notices under this agreement shall be in writing and shall be deemed to have been served when delivered personally, sent by first-class post to the address specified by the other party, or sent by email to the email address specified by the other party. Notice shall be deemed served on the next business day if sent by first-class post, or on the same day if sent by email, provided that there is no notification of non-delivery.

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