

## **TERMS AND CONDITIONS**

- 1. All equipment must be signed for on collection. The person signing the agreement form will be responsible for making good any loss or damage and paying any hire fee. All fees are due to be paid on return if registered client or monthly if hired for longer period. For non-registered (cash clients) payment for hire is on collection of equipment plus deposit of credit card details. All hire rates are weekly (unless stated) and are payable irrespective of whether the equipment is in use or not.
- 2. We reserve the right to request identity before handing equipment over to hirer or agent of hirer. Where the person or organisation sends an agent to collect the equipment, an official order or letter must have been first supplied to the Hiykon office. The agent must produce written proof of such authority together with identity of who they are and must give with proof, if requested, their name and address. Where written authority that the person is acting as agent is not apparent, the person collecting will become responsible for the equipment and fees incurred, also, to become liable to make good any loss or damage howsoever caused.
- 3. Verbal or telephone orders are not final until a written order is received at Hiykon office and this must state all requirements, including leads, adaptors, spigots, clamps, stands etc.
- 4. If any orders for equipment are to be changed, this must be done within two weeks. Failure to notify Hiykon office in writing of any such changes will result in a cancellation fee being charged. Cancellation of complete order within two weeks of hire date will not be accepted. Full fee will be charged.
- 5. All returned equipment must arrive on date due, or charges at the rate of twice the normal hire fee will be charged.
- Item flightcases and integral fixings items are included in the normal hire prices. Additional cabling and stands are extra. Loss of any items will be charged.
- 7. Customers have to make their own arrangements for the transporting of equipment to and from the Hiykon office and to pay the costs incurred. Deliveries, however, by special arrangement can be made and charged accordingly.
- 8. On occasions when goods are marked sub hire, it should be presumed that these are obtained from remote locations and that delivery charges may be due.

- 9. Spare lamps are supplied for replacement of broken or faulty lamps. If a fault is due to normal wear and tear, there will be no charge. Always return lamps for inspection, failure to do this will render the hirer liable for full charge of lamp.
- 10. Equipment should always return in the same condition as hired to you, special attention should be given to plugs and sockets as these are frequently found changed or missing. Failure to return leads or plugs in original condition will result in charges being made to return them to original condition.
- 11. Technical theatre equipment is expensive, and hirers are recommended to insure equipment hired as damaged equipment will be charged at replacement cost. Equipment hired will be entirely at the hirer's risk during the hire period and hirers will be responsible for any loss or damage thereto, howsoever arising. The hirer's liability under this condition commences on collection of equipment from Hiykon office and ceases on return of equipment to the Hiykon office, but not until it has been formally checked and inspected by the Hiykon staff.
- 12. Hirers shall be responsible for ensuring any relevant regulations, rules or statutory provisions governing or related to, the use of the hired equipment are complied with during the period of hire and Hiykon Limited in no way assumes liability for the consequences of any non-compliance with any such regulations, rules or statutory provisions.
- 13. Equipment will be supplied to hirers in normal working order and to the best of Hiykon Limited knowledge. Attention is drawn to defects that can arise in transportation and movement and to which Hiykon Limited cannot be responsible. Hiykon Limited liability for any defects in, or failure of the equipment hired, is to rectification of any defect or failure arising from normal wear and tear. Hiykon Limited will not be liable for any loss or damage sustained by the hirer consequential to any defect in, or failure of equipment hired and gives no warranty that the equipment is fit for the purpose for which it is hired.
- 14. Whilst every endeavour will be made to supply equipment as ordered, we reserve the right to substitute other designs when necessary. We cannot be responsible should equipment not be available due to non return of previous hirer.
- 15. Hiykon Limited reserve the right to charge a deposit, normally credit card details, on equipment equal to the cost value of the equipment being hired. The deposit will be returned to the hirer after equipment has been satisfactorily checked in and after deductions for damage, losses, hire fees and any other costs have been made.
- 16. Small value orders, sales and hire of £25 or less must be paid on collection of goods, or may incur a surcharge if applied to an account.