



Terms and conditions for hire of equipment

All bookings and enquiries made to A Jay's Disco for hire of equipment will be subject to these terms and conditions. Herein, 'The Company', 'us', 'we' and 'our' will mean A Jay's Disco and 'The Customer' and 'hirer' will be the person, persons or company who has booked and/or will be paying for the services of the company.

Hire Charges

Our listed prices are published as a guide only, and may be revised prior to any final agreement. Having agreed a hiring with us, a hirer is liable to pay any fees due under that agreement on or before the date specified. Where no date is specified, the whole outstanding balance of any agreed fee falls due on completion of the event. Late payment is subject to an additional charge of 10% of the amount overdue.

Hire Periods

All equipment must be returned or made available for collection at or before the time agreed. For each day or part day it remains outstanding a hirer may otherwise be charged the greater of the daily hire rate for each outstanding item, or the sum of direct and consequential losses attributable to its late return.

Deposit

The hirer will be required to leave a security deposit upon delivery of any equipment. In the event of the funds not being available and the company is unable to contact the hirer, the reservation will be cancelled and the full cancellation charge will apply.

Indemnity

The hirer shall at all times fully indemnify the company, its employees, servants and agents against all actions, costs, claims, demands, proceedings or liabilities arising from or in conjunction with equipment, materials or any other services supplied to the hirer by the company.

Cancellation

On cancellation of an agreed hiring:

Where we receive less than 21 days notice of cancellation, you are liable to pay the whole of any agreed fee;

Where we receive more than 21 but less than 42 days notice of cancellation, you are liable to pay 50% of any agreed fee.

We have never cancelled or failed to turn up at an event we have been engaged to cover. In the unprecedented event that we cannot fulfil an engagement, our liability is limited to the cost of arranging alternative hire, subject to a maximum of the fee we have agreed with you. We cannot accept liability for any other direct or consequential losses. Our liability is also limited by giving you notice, in the same proportion and applying the same periods we apply to your liability to us (see above).

We will not be liable for any failure to supply a product or service where that failure is wholly caused by an event beyond our control that we could not reasonably anticipate, forestall or prevent. This may include (but is not limited to) acts of war, terrorism, extreme weather conditions, or natural disasters. Where any public authority advises that only essential journeys should be undertaken, any product or service we supply shall not be considered essential.

Ownership

All hired equipment remains the property of A Jay's Disco. A hirer may not sell, lease, lend, sub-hire, modify or dispose of the equipment.

Equipment

Unless a specific purpose has been stated and advised on in writing, the company does not warrant that the equipment is suitable for the particular or any purpose for which it is or may be required.

The hirer shall not assign transfer or otherwise part with possession of the equipment during the period of hire without prior written consent of the company.

The hirer shall not permit the equipment to be used for any abnormal or hazardous assignments without the prior written consent of the company.

Specified Equipment

We are constantly seeking to improve the systems available. The equipment we provide may not be exactly as specified (although it will be equivalent to or better than the equipment specified). If it is essential to you that a particular item is exactly as specified, please confirm this with us before you agree a hiring.

Condition of Equipment

Where equipment is used without our supervision, we check the condition and operation of all items before they leave us. On accepting delivery you agree that an item is in good working order, fully operational and in undamaged condition.

The company will not be responsible for any defects or deficiencies in the equipment unless notification has been made in writing upon receipt of the equipment.

Reservations

Upon booking of equipment, either by phone or on-line, the company shall take a 20% non-refundable deposit.

Where the customer is a consumer, they shall have the right up to 7 working days after that booking to a refund where written notice of cancellation has been received.

The hirer shall verbally inform the company of any written changes to their order. The company shall not be held responsible for any unauthorised changes.

The hirer will be required to confirm the order in writing, proof of identification and these Terms and Conditions, signed by the hirer, must be sent before any order will be dispatched. In the event of all paperwork not being available at the time of delivery and the company is unable to contact the hirer, the reservation will be cancelled and the full cancellation charge will apply.

Any times quoted for delivery by the company is to be treated as an estimate, and the hirer acknowledges that delivery may be postponed due to circumstances outside the direct control of the company. In such event, the company shall not be liable for any damages or penalty.

Use of Equipment

It is a hirer's responsibility to ensure hired equipment is suitable for the purpose, and is used safely and legally. Anyone appointed to operate or supervise equipment must be competent to do so (and must have received any appropriate training where required by circumstance or law). Equipment may only be used within manufacturer guidelines (manuals are available on request). Loudspeaker controllers are supplied correctly configured, and may not be adjusted or bypassed. Any misuse of hired equipment by a hirer or hirer's appointee entitles A Jay's Disco to its immediate recovery without notice or penalty, and may result in further action if it has been tampered with or damaged.



Service and Repair

No service, repair, or non-user adjustment (as determined by the manufacturer) may be attempted without the prior express consent of A Jay's Disco. Where user-replaceable parts (e.g. fuses or lamps) are fitted by a hirer, only manufacturer specified replacements may be used. Removal of covers or cover screws in all cases invalidates the manufacturer's warranty, and a hirer is liable for the full cost of replacing equipment where evidence of such tampering is found.

Lost or Damaged Equipment

We cannot accept responsibility for crowd control or for the safety or security of any hirer's or third party's premises, and unless it arises from our own actions or negligence a hirer is liable to us for the whole cost of any damage to or theft or loss of our equipment at the event site (including that resulting from any third party's use of our equipment).

The hirer shall be responsible for the safe keeping of the equipment throughout the hire period and shall be liable to the company for all loss of or damage to the equipment howsoever caused. The hirer shall be responsible for arranging adequate insurance including Public Liability Insurance for the duration of hire.

Where the total new replacement value of the equipment hired exceeds £5,000, the hirer shall be required to produce proof of insurance with a reputable company covering the full replacement value (as new) of the equipment.

The hirer shall pay to the company all costs for repairs to damaged equipment. The hirer shall pay to the company the full cost of replacing any lost equipment, or any equipment which in the reasonable opinion of the company is uneconomic to repair, with new equipment of the same or similar specification to that equipment which has been lost or damaged. The hirer shall also without limitation be liable for any loss of rental income resulting from such loss or damage.

The Hirer shall notify the Company of any loss or damage to any equipment on hire within 48 hours of such loss or damage being sustained.

Where equipment is collected with missing components, the hirer shall pay the equipment hire charge until either those components are returned to the company premises or the cost of said components is paid in full by the hirer. In such events, the hirer shall also pay to the company an administration charge of £20.

The company recommends at all times that the hirer uses audio media tested and supplied by the company. In the event of any damage relating to use of audio media including CD's not supplied by the company, the hirer shall be liable for that damage to the equipment. The company assumes no responsibility for damage to audio media or liability of any kind resulting from the use of the equipment.

Equipment Failure

All equipment we supply is electrically safe, fully operational, and in good condition. All our equipment is also of professional standard and well-maintained. Our own technicians carry spare fuses and basic repair tools, and modern equipment is very reliable. Catastrophic equipment failure is therefore unusual and unlikely (and in our own equipment, unprecedented). However, we cannot accept liability for any direct or consequential losses arising from equipment failure.

Electricity Supply

It is the hirer's responsibility to ensure provision of a safe 230 volt AC power supply, provided from standard 13-amp sockets (or, by prior arrangement, 16-amp, 32-amp or 63-amp single-phase 230V Ceeform sockets, BS EN 60309). Where portable generators are used, these must be regulated and adequately grounded.

WE DO NOT OTHERWISE CONSENT TO USE OF OUR EQUIPMENT.

Third-Party Equipment

It is the hirer's responsibility to ensure that any other electrical equipment used in combination with ours is functionally and electrically safe. WE DO NOT OTHERWISE CONSENT TO USE OF OUR EQUIPMENT. Where inspection or test records are not available, the presumption will be that equipment is unsafe.

Loudspeaker Volume

Our loudspeaker systems are capable of producing very high sound pressure levels. High volume may be necessary to match on-stage instruments, or to project adequate levels to distant points in a large arena. Anyone using or operating our equipment may set levels that exceed HSE guidelines (either locally, or throughout the arena). HIGH SOUND PRESSURE LEVELS CAN CAUSE PERMANENT HEARING DAMAGE. Repeated exposure can have a cumulative effect. It is a hirer's responsibility to ensure that anyone who may be affected takes any necessary steps to protect their own hearing (whether by limiting exposure time, staying at a greater distance from loudspeakers, using ear-plugs or defenders, or employing some combination of these or other appropriate measures). You may therefore wish to ensure that warning notices are displayed, hearing protection is issued, or safety barriers are erected.

Monitor Systems

The risk of feedback, also a potential cause of hearing damage, is inherent in monitor systems. Anyone entering or remaining in the performance area while monitors are in use does so at their own risk.

Exclusivity and Variation

Other terms and conditions may apply to any agreement you have with us (whether or not they form part of any written statement), and the above terms do not apply exclusively. Any variation must be specifically agreed by A Jay's Disco in writing. These terms take priority over any agreement where no other written statement exists.