

# TERMS AND CONDITIONS



# STARLIGHT THEATRE SERVICES

1. STARLIGHT Theatre Services will provide a written Hire Proposal/Estimate detailing the equipment requested for the hire, the availability and all associated costs, including delivery. Delivery charged at 54p per mile, per vehicle. The Hire Proposal/Estimate will be valid for 5 days as a result of the current economic climate, unless otherwise stated.
2. Upon confirmation of the hire by the Customer, STARLIGHT Theatre Services will undertake to provide the agreed services as described in the Project Proposal/Estimate. Once confirmation of the hire is received from the Customer, this affects commencement of the Booking Contract and acceptance of both the Hire Terms and Conditions and Payment Terms outlined by STARLIGHT Theatre Services.
3. If a Hire/Project/Event is cancelled less than 36 Hours before the scheduled Load In time for the event, 100% of the costs described in the Project Proposal/Estimate will remain payable by the Customer.
4. The Delivery Note must be signed when the equipment is delivered or collected. This form details the equipment delivered/collected along with the total cost of replacement as part of the hire. The customer agrees to pay STARLIGHT Theatre Services the full retail cost of any equipment lost, stolen or damaged beyond economic repair while in their possession. At the time of confirmation, the customer is in agreement with this Terms and Conditions document.
5. Once the Delivery Note is signed the customer accepts full responsibility for safe keeping, transport and operation of the equipment until either return to STARLIGHT Theatre Services, or collection by a STARLIGHT Theatre Services employee. It is the responsibility of the customer to retain possession and control of the equipment throughout the agreed hire period. The customer is liable for any loss or damage to the equipment during this period.
6. Payment is required within 30 days of the invoice date, unless otherwise stated.
  - 6.1. Overdue payments will invoke the Late Payments of Commercial Debt Act (1998) and interest will be charged at the statutory rate plus the Bank of England base rate for business to business transactions.
  - 6.2. Payment must be made in full prior to the commencement of the hire period if the customer does not hold a valid credit account. STARLIGHT Theatre Services accepts cash, card or BACS Transfer.
  - 6.3. New customers require two forms of ID, one with a Proof of Address matching your Billing Address, and one with a recent photograph. A vehicle registration plate will also be held securely and deleted upon return of hire.
  - 6.4. Cheques are not accepted.
7. All equipment remains the property of STARLIGHT Theatre Services and must not be re-hired without prior written consent of STARLIGHT Theatre Services. Spare lamps and fuses are supplied with hire equipment and MUST be returned with the equipment or their full price will be charged.
  - 7.1. Failed lamps must also be returned.
  - 7.2. Any shortage or unsatisfactory equipment shall be noted on the Delivery Note or given written confirmation within three days of delivery.
8. In the event of a technical issue with equipment either before or on the day of the event, STARLIGHT Theatre Services will endeavour to find an alternative item of equipment to perform the same function from several different sources at no additional charge. No guarantee is offered that the required equipment can be sourced or that identical replacements can be found.
9. STARLIGHT Theatre Services offer a callout service to customers. A callout charge of £65.00, plus an hourly rate of £40.00 will be payable by the customer. If an emergency callout is required, this will be charged at £100 for initial callout, plus an hourly rate of £50 thereafter.
10. STARLIGHT Theatre Services employees reserve the right to caution or refuse hire to end-users whose actions pose a clear threat to STARLIGHT Theatre Services equipment.
  - 10.1. Some equipment will only be hired to users who can demonstrate they are suitably experienced and/or qualified to set up and operate such equipment.
11. The customer shall insure the equipment against the liabilities listed in this Terms and Conditions document.
12. The customer authorises STARLIGHT Theatre Services to enter any property upon which STARLIGHT Theatre Services reasonably believes any Equipment to be, to remove and recover the Equipment.
13. Equipment must not be modified in any way without prior consent of STARLIGHT Theatre Services. In the event that equipment suffers technical problems during the hire and a field repair is possible, the customer must advise STARLIGHT Theatre Services at the earliest opportunity before a repair is commenced. STARLIGHT Theatre Services will then advise as to the course of action to be followed and will - if deemed appropriate and practical - dispatch a team member to assist.
14. Any costs of repairing or replacing equipment will be borne in full by the hirer, including VAT and any delivery charges where applicable. Examples of loss, damage or unauthorized modification include, but are not limited to:
  - 14.1. Damage by artists, audience members etc. (whether as part of the intended performance or not)
  - 14.2. Damage by inadequate handling or setup of equipment. STARLIGHT Theatre Services will clearly explain any specific setup requirements and these will be listed on the Hire Delivery Note.
  - 14.3. Weather related damage.
  - 14.4. Theft in any time or location, including transport
  - 14.5. Damage caused in transport
  - 14.6. Re-wiring cables, connectors, plugs etc. without prior consent of STARLIGHT Theatre Services
15. STARLIGHT Theatre Services will not accept liability for any damage to either persons or property during the hire period. Equipment is supplied on the understanding that it will be competently installed, operated, is suitable, and not be used for purposes other than the original design intention. STARLIGHT Theatre Services can provide training where appropriate. The signatory undertakes that everyone who uses the equipment has been properly instructed in its safe and proper operation and will not allow the equipment not to be misused.
16. STARLIGHT Theatre Services' liability for any defect shall be limited to and in no way exceed manufacturer's warranty or replacement or repair of the defective Equipment or refund of the price paid.
17. Cables must be returned to STARLIGHT Theatre Services correctly coiled and fitted with either the pre-supplied Cable Tie, or Tape.
  - 17.1. A charge of £2.00 per Cable will be issues for cables returned in an unacceptable state.
18. Equipment supplied by STARLIGHT Theatre Services is capable - either individually or as part of a larger system - of producing very high sound pressure levels that through prolonged exposure can cause permanent hearing damage. STARLIGHT Theatre Services accepts no liability for hearing damage to any individual. It is the responsibility of the customer to ensure appropriate controls and precautions are in place.