

Terms & Conditions of Dry Hire

Introduction

Terms & Conditions Documents: This document is issued by PLRS Media Ltd, to describe the terms and conditions of hire of the Company's Sound Systems, Stages, Lighting or other equipment, including that hired in by PLRS from a Third Party, for concerts, events, and other performances, where provided **without** personnel (Crew) This document is the Terms & Conditions of Dry Hire in full, laying down the contractual agreement between PLRS Media and the Hirer. Please note that other documentation, such as Quotations will include short interpretations and/or parts of these terms. In all cases, this document is the definitive Terms & Conditions of Dry Hire document and will take precedence over any other terms stated or implied elsewhere.

Definition of expressions used:

"Hire" This expression refers to the arrangement to use equipment supplied by the Company at an event. The period of Hire under these terms is usually one or more days and rates applied may be quoted as 'the Dry Hire Rate' or 'the Daily Rate', or 'the Weekly Rate'. These Terms & Conditions do not cover Hire arrangements involving crew supplied by PLRS Media.

"Hirer" The person, company, department or other body who has ordered and/or accepted goods or services from PLRS Media Ltd.

"The Equipment" All items of equipment and or services accepted by the hirer along with any other items and or services included or implied whether specified or not.

"Owner/The Company" PLRS Media Ltd

Provision of the Equipment

- Provision of the Equipment** PLRS Media agrees to supply the equipment described in the hire schedule/quotation for the hire period, without the services of a Crew. Where applicable, PLRS will demonstrate that the equipment is in good working order. The hirer will be asked to sign an agreement confirming that the equipment has been delivered and where applicable constructed, installed and/or demonstrated to be satisfactory to requirements. At this point, the hirer accepts the responsibilities detailed below for the equipment during the hire period and accepts that PLRS have supplied all goods and/or services as agreed.
- Replacing defective Equipment:** PLRS Media will supply all Equipment in good working order, however, in the event of a defect; the liability of PLRS Media will be limited to the repair or replacement of any defective Equipment after the initial hire period and will instigate charge at PLRS Media's discretion.
- PLRS Media's Property:** Equipment remains the property of PLRS Media at all times. In the event of a breach of any of these conditions, PLRS Media may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

Principal Exclusions:

- Unless explicitly stated in writing in the quotation, the following are excluded from the hire provision:
 - Taxes** including Value Added Tax (VAT)
 - Equipment** (other than shown in the hire schedule/quotation)
 - Transportation** of equipment and personnel, (other than shown in the hire schedule/quotation)
 - Insurance** It is a condition of hire that the Hirer takes out adequate insurance to cover the equipment hired. PLRS Media will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described below whether or not this is covered by the insurance policy taken out by the Hirer. PLRS Media reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to hire. However, this does not reduce the liability of the hirer for uninsured losses.

If any of the above excluded items are provided or incurred by PLRS Media as part of a hire, they will be charged to the hirer as extras to the hire agreement.

Responsibilities of the Hirer:

5. The Hirer assumes full responsibility for the Equipment for the duration of the hire period. The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safe keeping of the equipment during the period of hire. The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment.
 - 5.1. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.
 - 5.2. Equipment is not to be altered or modified in any way without the prior consent of PLRS Media.
 - 5.3. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of PLRS Media.
6. The cost of replacing or repairing the Equipment will be borne in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full.
 - 6.1. **Examples of loss/damage /modification** include (but are not limited to) the following:
 - Damage by persons known or unknown, including audiences and artists (whether or not a part of the performance)
 - Damage or loss caused by inadequate handling by third parties (including local crew)
 - Damage by adverse weather conditions including water damage
 - Loss due to theft on site or in transit
 - Loss or damage during transportation
 - Modifying cables by cutting and/or re-wiring plugs/sockets
7. **Liabilities:** Equipment is supplied on the understanding that it be competently installed either by PLRS or the Hirer and operated by the Hirer. No liability will be accepted by PLRS Media for any damage to persons or property whilst the Equipment is on hire to the Hirer.
8. **Competent Personnel:** Where certain hire Equipment requires specialist technical knowledge or training for the safe or effective installation and or operation, the hirer will be required to undertake that only competent personnel are employed. Where such an undertaking cannot be made, at the sole discretion of PLRS Media, a competent crew will be supplied by PLRS Media and charged in addition to the hire rate. (At such point, PLRS Media's Terms & Conditions of Hire will prevail, overriding these Terms & Conditions of Dry Hire).
9. **Local Licences:** The hirer is solely responsible for obtaining any licence, qualification or other authority, which may be required for the safe and legal operation of the Goods hired and agrees to abide by all legal guidelines relating to the installation and operation of the Goods.
10. **Temporary Structures:** When providing a temporary structure (staging) PLRS will provide the hirer documentation detailing the responsibilities of both PLRS and the Hirer detailing the risks associated with such structures and the safety procedures that must be followed to ensure any risk of potential harm or damage is eliminated or minimised. It is the responsibility of the hirer to ensure such procedures are adhered to throughout the hire period and ensure the safety of any persons using the equipment and the General Public. PLRS cannot accept any liability for any damage or injury resulting from failure to adhere to these procedures.
11. **Sound Pressure Levels:** High Sound Pressure levels can cause permanent hearing damage. Repeated exposure can have a cumulative effect. Equipment provided by PLRS Media can and does produce high enough sound pressure levels to cause hearing damage. PLRS Media cannot accept liability for any individual's failure to stay at an appropriate distance from loudspeakers or failure to take any necessary steps to protect their own hearing. It is the responsibility of the hirer to ensure the safety, with regards to hearing, of the general public.

Hire Periods, Charges and Payments:

12. **Hire Period:** Hire charges are calculated from the date of collection / delivery to the date of return to PLRS Media. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Equipment may vary from our advertised rates and cannot be guaranteed for periods of extension.

Hire Periods, Charges and Payments (continued):

13. **Weekends & Bank Holidays:** Where the hire start date or end date falls on a weekend or bank holiday, at the discretion of PLRS Media, checking out may be done on the last working day prior to the hire start date and/or checking in may be done on the first working day after the hire end date. Checking out or checking in may in some circumstances be arranged outside of normal operating hours.
14. **Hire Charges:** Hire charges are based on daily rates, with the period of hire starting from the time of departure from PLRS Media at its Essex base, to the time of return
15. **Payments:** Payments must be made in full with cleared funds prior to the event.
16. **Late Payments:** Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an interest charge applied each month until payment is received in full. (The rate applied will be stated on the invoice).
17. **Cancellation:** PLRS reserve the right to charge or retain full payment for cancellations received after payment of the deposit or within the 28 days prior to the start of the agreed hire period, whichever is earlier. PLRS may offer to transfer funds towards a subsequent hire agreement at their discretion.
18. **Guarantees against equipment loss or late return:** Hirers may be required to leave a valid driving licence or passport with the Company as a form of deposit in the event of a loss or late return.

General Terms and Provisions:

19. **Contract of Hire:** The placing of an order for equipment by the Hirer or the issuing of an invoice by PLRS constitutes a contract which binds the Hirer to accept these conditions and our full terms and conditions of business.
20. **Termination:** PLRS Media may terminate the hire contract under these terms and conditions immediately by notice to the Hirer and no payment subsequently accepted by PLRS Media without knowledge of such termination shall in any way prejudice or affect the operation of this clause if the Hirer:
 - 20.1. fails to pay any Rentals or other sums payable under these conditions or under any other agreement between the Hirer and PLRS Media, in full within 14 days of such sums becoming due (whether demanded or not)
 - 20.2. commits a breach of any of the other terms and conditions of the contract (whether express or implied)
 - 20.3. does anything which in the opinion of PLRS Media may jeopardise PLRS's rights in the Equipment.
 - 20.4. is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property.
 - 20.5. fails to sign any agreement required on site which confirms their acceptance of the equipment as presented and their responsibilities in regard to such equipment during the hire period.
 - 20.6. suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order
 - 20.7. enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator.
21. **Force Majeure:** PLRS Media is not liable for any failure to supply a product or service where that failure is wholly caused by an event that could not reasonably have been foreseen, forestalled or prevented. This may include (but is not limited to) acts of war, terrorism, or natural disasters.
22. **English Jurisdiction:** All agreements, contracts and transactions entered into with PLRS Media will be bound and governed by English Law. This document supersedes all previous terms and conditions of hire.
23. **Acceptance:** Acceptance of any equipment provided by PLRS under Dry Hire Terms confirms the acceptance of all of the above Terms and Conditions.