



# BOXOSO

Audio | Visual | Security

## Terms and Conditions

1. **General:**The 'Company' is Boxoso Ltd.; the 'Hirer' is any person or company who hires or has agreed to hire Goods from the Company. 'Goods' means goods provided by the Company in accordance with the Company's standard Terms and Conditions of hire. These Terms and Conditions of Hire supersede any previous Terms and Conditions. Any waiver by the Company of these Terms and Conditions of Hire on any occasion shall merely act as a waiver on that occasion, and shall not affect the Company's right to enforce any of these Terms and Conditions on any further occasion. No terms and conditions stipulated by the Hirer shall have effect unless agreed in writing from the Company. A charge will be made for any equipment returned with cables cut or plugs removed. All cables are supplied coiled and secured; please return them in the same condition. All equipment is supplied tested to current standards.

2. **Acceptance of Conditions:**The customer's acceptance of equipment on hire implies acceptance of our Conditions of Hire as given below.

3. **Retention of Title:**All goods remain the absolute property of Boxoso Ltd, (referred to below as The Company) and the customer undertakes not to sell, offer to sell, assign, mortgage, charge, pledge or underlet, lend or otherwise deal with the equipment; nor allow any lien to be created on the equipment

4. **Application of Conditions:** Boxoso LTD shall not be bound by any conditions of business of the Customer unless the Company expressly accepts such conditions by a statement made in writing, and signed by an officer of the Company. Where there is any variance between the Customers conditions and the Company's conditions, then the Company's conditions shall prevail.

5. **Limit of Liability for Defect or Failure:**The Company's liability in respect of any defect or failure of the equipment supplied on hire is limited only to making good such defect or failure by repair or replacement of the equipment at the Company's option.

6. **Insurance to Cover Loss or Damage:**The Customer assumes complete responsibility for loss of or damage to the hire equipment (Other than fair wear and tear) from the time the equipment leaves the Company's premises or transport, until it is returned to the same. To this end, it is a condition of hire that the customer will arrange insurance cover to provide for the risks of; Theft, Fire, Accidental Damage, Personal Injury & Public Liability, and in addition the Customer will indemnify the Company against any and all claims for the said risks.

7. **Period of Hire:**The hire charge for the equipment commences from the time that the equipment leaves the Company's premises, and continues until the equipment is returned to the Company.

8. **Late or Incomplete Returns:** In the event of the equipment not being returned to the Company on time at the end of the hire period, unless by prior arrangement with the Company, then the hire charge will continue to be levied at the 48hr RATE until such time as the equipment is returned complete to the Company's premises. (In the event of the goods being returned incomplete, the company reserves the right to invoice the Customer for the missing item(s) in full and to waive the additional hire charges.)

9. **Lost, Theft or Damaged Equipment:** In the event of loss or theft of the hire equipment the Company will invoice the Customer in full for replacement of the equipment. In the event of damage to the equipment, the company will, at its option, invoice the Customer in full for the repairs to, or the replacement of the equipment. You will notify Boxoso LTD of any loss, theft or damage to equipment within 24hrs of the occurrence.

10. **Hire Extension:** Should an extension to any hire period be required you must contact us before the period starts, to ensure the equipment is available, and to agree costs. Failure to do so will be classed as a late return (see 8)

11. **Operators - Qualification and Training:**The Company, at the Customers request may provide operators. Where the Customer provides the operator, then the Customer undertakes to

ensure that the operator used is suitably skilled in the operation of such equipment. If necessary we can provide training at nominal charge upon request.

12. **Prices and Charges:**We reserve the right at any time to alter prices without notification. Prices shown do not include delivery or installation charges etc. Please discuss with us to obtain a quote.

13. **Equipment Identification:** Not under any circumstances may any barcodes, manufacturer markings, or any other identification marks, be removed, covered, or defaced.

14. **Prepay Customers:** Prepay Customers will be required to pay the hire charges in full before the hiring commences (i.e. collection of the goods), will be required to provide a refundable deposit, and shall provide 2 proofs of identity at the time of collection as the Company shall require.

15. **Account Customers:** Account Customers payment terms are 30 days.

16. **Overdue Accounts:**The Company will refuse to supply further goods on hire until such time as outstanding invoices are paid. Any remittance received will be applied to the outstanding invoices in age order (oldest first). The Company may at any time withdraw account facilities, where invoices are not paid within 31 days of date of invoice.

17. **Cancellation:** In the event of cancellation of a 48hr hire booking within hire period, the hire rate will be charged in full. If cancellation is made within 24 hours of the start of a weekly hire then the hire rate will be charged at 50% of the total. If our staff arrive on site to find the event canceled, then the Customer shall pay the full hire charge including carriage.

18. **Amendments of these Terms Of Hire:** No amendments to these conditions of hire will be allowed or recognized unless given in writing by the Company at the request of the Customer and duly signed by the owner of the Company.

19. **Discounts:**All discounts offered by the Company are for settlement by the date shown upon the invoice. In the event of late settlement of the invoice any such discount will be withdrawn and an additional invoice will be raised to recharge the amount due.

20. **Errors and Descriptions:** Every effort will be made by the Company to ensure accuracy of any technical data or literature made available in relation to the Goods. The Company accepts no liability for any damage or injury arising from any errors or omissions in such technical data to the Hirer or any third party. No contract can be invalidated due to printing or clerical errors. Any descriptions of Goods are for guidance only and shall not constitute the contract 'safe by description'.

21. **Termination of Liability:**The Company shall be relieved of all liability for obligations incurred to the Hirer and any other third party. Wherever, and to which the fulfillment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any national or foreign government department, council or other duly constituted authority or by reason of any strikes, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond the control of the Company. Including but not limited to causes arising from acts omissions of the Hirer.

22. **Consequential losses:** Nothing in these terms shall make The Company liable for any consequential loss to the hirer including any expense liability loss claim or preceding whatsoever caused by or arising out of late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the equipment or any part thereof or any breakdown or stoppage of the same.

23. **Termination of hire:**The Company shall be entitled to terminate the hire with immediate effect and to repossess the equipment if at any time; The Hirer is in breach of these terms or any act or proceeding is commenced in which the hirer's solvency is, in the reasonable view of The Company, in doubt. The Hirer hereby authorises The Company to enter any property which The Company reasonably believe any hired equipment to be, and The Company in their absolute discretion, may recover and remove the equipment. Any legal or other charges incurred in the recovery of money or equipment shall be paid by the hirer.

24. **Delivery and carriage:**All times quoted or stated for delivery are approximate only. Boxoso LTD will not incur any liability in the event of and delay.

25. **Copyright:**The Company notifies the hirer that playing or showing copyright material in circumstances where the hirer or anyone authorised by him / her does not hold the appropriate license of the copyright holder, will infringe copyright and may become liable in damages for doing so.

26. **Electrical Safety:** Under the Electricity at Work 1989 regulations it is the responsibility of Boxoso LTD as a supplier of equipment to ensure that the equipment is of a safe construction and that no danger shall occur from normal usage. The usage of the equipment is however outside our control and it is therefore the responsibility of the hirer to ensure that the equipment is used in a safe and appropriate way.

27. **Electrical Safety - Appliance testing:** Boxoso LTD will ensure that all equipment is PAT tested in accordance with the regulations. Each piece of equipment will be tested prior to each hire to ensure they are working. Upon return to the company, testing will take place to check all equipment before the deposit is refunded.

28. **Equipment:** By accepting the equipment you agree that it is all in full working order, in a satisfactory condition and suitable for your event. A Boxoso staff member will test the equipment with you before going out if required.

29. **VAT:** All Hire prices are subject to VAT rate of 20%.

30. **Licences:**The Hirer, by accepting delivery of radio microphone equipment warrants that he or will obtain, the appropriate licence for the said equipment, prior to using the equipment for the said performance. It is the responsibility of the hirer to ensure that they hold an appropriate PMSE licence from JFMG / Ofcom when using hired radio microphone / communication systems.