

MCL MEDIA Hire Terms and Conditions

These Terms and Conditions constitute a legal document ('Agreement') which governs all transactions by Musical Cocktails Limited ('MCL MEDIA', 'Musical Cocktails', 'the company', 'we' and 'us') of Unit 15 Watford Enterprise Centre, 25 Greenhill Crescent, Watford, Herts, WD18 8XU, England, to the customer ('hirer', 'you', 'your') and constitute the entire and only agreement between us in relation to hire / rental products and services offered by us. Please read these terms and conditions carefully before hiring our products.

Equipment

The equipment shall remain the absolute property of the Company at all times. We check and test all equipment before shipping. It is your responsibility to check upon receipt of the equipment that it is in good working order and in an undamaged condition.

It is the responsibility of the Hirer to ensure the equipment on hire is suitable for the purposes required. Unless a specific purpose has been advised on in writing, the company does not warrant that the equipment is suitable for the particular use or any purpose for which you may use it.

The Company will not be responsible for any defects or deficiencies in the equipment unless immediate notification is made upon receipt of the equipment (within 1 hour).

It is the responsibility of the Hirer to ensure that the person signing for the equipment is authorised by you to sign for and is able to check the equipment for damage or missing items and is able to inform us of any discrepancies within 1 hour of the delivery. By agreeing to our terms of hire you accept that should another person sign for the equipment on your behalf then that person is authorised by you to carry out the above checks.

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. We do not allow the transfer or rehire of the Company's equipment to third parties.

The Hirer shall not permit the use of the equipment for any abnormal or hazardous assignments without the prior written consent of the Company.

Loss or damage to 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 notify the Company of any loss or damage to any equipment on hire immediately of such loss or damage being sustained.

The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment.

The Hirer shall be required to repackage the equipment as delivered for safe return to the Company and to follow any enclosed packaging instructions. The hirer shall be liable to the Company for all loss or damage to the equipment in transit resulting from failure to repackage the equipment carefully as per any such instructions

The Hirer shall pay to the Company all costs for repairs along with the daily hire charge until the item can be repaired or replaced.

The Hirer shall pay to the Company the full cost of replacing 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 of the equipment which has been lost or damaged. The Hirer shall also be liable without limitation for any loss of rental income resulting from such loss or damage.

If items are not returned for the avoidance of doubt, these will be charged for at the full replacement value along with a surcharge of an additional rental charged at the daily rate to cover the time this equipment is not available for rehire.

Where equipment is returned with missing parts or components, the Hirer shall pay the daily equipment hire charge until either those components are delivered 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 £25.

The Company recommends that the Hirer uses recording media tested and supplied by the Company. In the event of any damage to the equipment resulting in the use of other recording media the Hirer shall be liable for the full repair or replacement cost of the equipment.

The Company shall not be liable for any damage or loss to recording media resulting from the use of the Company's equipment.

Limitation of Liability

If the Company is for any reason unable to provide any equipment which is the subject of an agreement between the Company and the Hirer, the Company will not be liable for any loss or consequential loss suffered by the Hirer.

Cancellation

If any order is cancelled by the Hirer or the Hirer's Agent within 48 hours prior to the date of commencement of the hire period, the Hirer shall be liable to pay to the Company a cancellation charge equal to and not exceeding the agreed hire charge. All other cancellations will incur a 25% cost of the agreed hire fee or a minimum charge of £25.00

Reservation

Upon booking of equipment, by telephone, e-mail, fax or the website, the Company shall charge the applicable rental fees. All orders must be confirmed in writing. Proof of identity and these terms and conditions, must be signed and returned to the Company before any equipment will be dispatched.

In the event of paperwork not being received and the Company is unable to contact the Hirer, the reservation will be cancelled and the full cancellation charge will apply.

If changes occur to the order, the Hirer shall notify the Company verbally as soon as possible and confirm changes by written notice. The Company shall not be liable for any unauthorised changes made to the order.

Where possible the Company will deliver the goods the day before the hire period starts. In the event of a courier problem or error, the Company will endeavour to deliver the equipment before 9.30am on the first paid for date of hire.

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

Delivery

All hire periods include a delivery and collection day, the first day being the delivery day, and the last day being the collection day, the days between are the paid for hire days, therefore the actual paid for hire period begins the day after the delivery date, for example a three day hire includes the delivery day free, one full hire day, and the collection day free.

Any items that can not be delivered on the delivery day due to courier or other errors outside our control will be delivered on the first paid for hire day (the next working day after the scheduled delivery day).

The non supply of any individual item or items that make up an order does not forfeit the charges for other items supplied under the hire agreement.

Return Collection

The equipment if being collected will be arranged on your behalf with a courier company, you must retain the receipt that the courier leaves with you on collection of the equipment. Failure to provide the equipment to the courier on the agreed date will result in additional collection and hire charges. All liability for the equipment remains with the Hirer until the safe return of the equipment to the Company.

Payment

Payment of any monies payable to the Company in respect of any agreement between the Hirer and the Company shall be made to the Company before any equipment is dispatched, if you hold a credit account with the Company payment is due within seven days of the invoice being received.

Any equipment not available for collection on the agreed date or returned late will be charged at the daily hire rate as per our website until the equipment is returned, or the replacement value is paid by the Hirer.

Deposit

The Hirer is required to leave a security deposit before any equipment will be dispatched by the Company, The Company will secure this deposit on the same debit/credit card used for payment on the day prior to the dispatch date unless previously agreed otherwise in writing.

In the event of the funds not being available the Company will send you an email notifying you that we have been unable to secure your deposit. The Company will also try to contact the Hirer by telephone on the contact details we hold for you, If the Company is unable to secure the agreed deposit, the reservation will be cancelled and the full cancellation charge will apply.

If any recording media is used or not returned this to include tapes, SD and CF Cards or if items are missing when the equipment is returned these will be charged to the same credit/debit card used to make the booking or deducted from the Hirer's deposit.

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.

Hirer Declaration – I confirm I have read and agree to these terms of conditions.

Hirer Signature _____

Hirer Email: _____

Hirer Name _____

Hirer Tel: _____

Hirer Address _____

Hirer Mobile: _____

Postcode _____