

Mo-AV Productions Contract Terms & Conditions

1. Contract

- 1.1. Contract of hire between you the “Hirer” and Mo-AV Productions (“Mo-AV”) includes only the equipment specified at the time of booking. Any additional equipment required after booking confirmation will require further agreement between Hirer and Mo-AV and an additional contract.
- 1.2. Delivery, set-up, de-rig and collection of all equipment hired, to be agreed by Hirer and Mo-AV and detailed in the contract. Any additional requirements by the Hirer must be agreed by Mo-AV in advance of the event with a separate additional contract.

2. Equipment

- 2.1. Hiring of equipment by Hirer does not constitute ownership of the equipment. Ownership and title of all equipment remains with Mo-AV at all times.
- 2.2. At the time of delivery, all hire equipment is deemed to be in perfect working order and has been sound checked.
- 2.3. Mo-AV will endeavour to supply the equipment booked, however, Mo-AV reserves the right to substitute with other similar products.

3. Deposit, Payment and Cancellation

3.1. Deposit

- 3.1.1. To confirm a booking a non-refundable deposit equal to 25% of the agreed rate will be required upon signature of contract. Bookings will not be confirmed unless the non-refundable deposit payment has been received by Mo-AV.

3.2. Payment

- 3.2.1. At least one month prior to the hire date a further 25% payment of the contract rate must be paid and received by Mo-AV.
- 3.2.2. The remainder of the full contract rate must be paid at least 14-days prior to the event hire date. If the remaining contract value has not been paid by this time, the hire equipment will not be guaranteed and the contract will be deemed cancelled. See 3.3 below for cancellation conditions.
- 3.2.3. The contract rate is the total value of the original contract plus any additional contracts.
- 3.2.4. Unless otherwise agreed the payments for the equipment hire and services will be made within 48-hours of receipt of invoice.

3.3. Cancellation

- 3.3.1. Bookings cancelled less than 14-days prior to the hire date will be charged in full.
- 3.3.2. Bookings cancelled between 21-days and 14-days prior to the hire date will be charged at 50% of the contract rate.
- 3.3.3. Any contract cancelled with more than 21-days notice will be refunded of payments made, less the non-refundable deposit.

3.4. Meaning of Day, Week and Month

A day is one 24-hour period or part thereof. A week is one 7-day period or any part thereof. A month is one 28-day period or any part thereof.

4. Responsibility of the Hirer

- 4.1. Any equipment hired is the direct responsibility of the Hirer whilst it is in their possession.
- 4.2. The Hirer agrees to take appropriate care to ensure the security of the equipment whilst in their possession.
- 4.3. The Hirer shall in no circumstances remove the equipment from the venue without obtaining the consent of the Mo-AV in writing.
- 4.4. The Hirer shall in no circumstances take the equipment out of the UK without prior written agreement from Mo-AV.
- 4.5. If the Hirer is hiring the equipment as a dry-hire whereby no staff from Mo-AV will be present for the duration of the event, the Hirer shall use the equipment in a skilful and proper manner and shall at the Hirer's own expense keep the equipment in good and substantial repair and condition, reasonable wear and tear expected, and keep the same insured against fire, loss, damage or risk from whatever cause arising in the full replacement value thereof including a year's loss of hire in some insurance office or offices of repute and will permit the Mo-AV at all reasonable times to have access to the equipment and to inspect the state and condition thereof.

5. Liability

- 5.1. Mo-AV accepts no liability for the loss, damage, injury, or death to any company, firm or person arising in connection with the use by the Hirer of the Equipment including without prejudice the failure of the Equipment.
- 5.2. The Hirer will notify Mo-AV immediately should the equipment be stolen, lost or damaged in any way.
- 5.3. If any damage occurs as a result of negligence the Hirer will be responsible for replacing the item or the cost of repair. The Hirer agrees to pay Mo-AV the full, new replacement costs for any equipment that is lost, stolen or damaged in any way and is beyond economic repair.
- 5.4. The Hirer shall not sell or part with possession or control of equipment at any time during the hire period.
- 5.5. Under no circumstances will the Hirer alter, modify, adapt, or interfere with in any way any item of equipment hired, nor will they allow any other party to do so.
- 5.6. The Hirer will be subject to extra and continuing hire charges for any period that the equipment is retained beyond the agreed hire period if any hire equipment is returned incomplete.
- 5.7. Please note all accounts beyond our credit terms will be passed to our debt collection agency. All accounts, without exception, will be subject to a surcharge of 20% to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining the settlement.

6. Additional Charges

- 6.1. If Mo-AV cannot gain access to the venue or delivery address during the agreed time slot, and are therefore delayed, the Hirer will be charged at £40/hour for every hour that the delivery drivers must wait past the agreed time slot. After a 2-hour delay and if they still cannot access the venue or property Mo-AV will

need to reschedule the delivery time slot and the Hirer will be charged accordingly for a second delivery attempt.

- 6.2. If the sound engineers are delayed by the Hirer or by the venue not being ready whilst the sound engineers attempt to set up the hired equipment, the Hirer will be charged £5 for every 15 minutes by which are delayed over and above the allocated set up time.