

# Terms and Conditions

## 1. Definitions

- A. These terms and conditions form the basis of a contract between the following parties:
  - i. The Flash Point Group LTD, referred to in these terms as 'the company', 'the lendee', 'the production company', 'we' or 'Flash Point.'
  - ii. The person or organisation to whom this quotation, invoice or other correspondence is addressed, that is seeking to engage our services. Hereafter referred to as 'the hiree', 'the client', 'the customer' or 'you'.
- B. When an individual (hereafter, 'client representative') is booking on behalf of an organisation, the client confirms that by entering into this contract, they have the proper authority to do so. The client representative is responsible for ensuring that purchase orders and paperwork are in order and does not cause delay to services.
- C. These terms and conditions, any contracts, invoices, quotes or any other material provided by The Flash Point Group LTD is governed under the laws of England, UK.

## 2. Full Production Hire

We define full production hire as any event or show that we supply equipment and staffing. (Both on-site and pre-production) For example, if we supply some lighting equipment for a wedding, and then supply technicians to setup, this would be classed as full production.

- A. Any cancellations or significant changes must be made 14 days in advance of the event. Failure to do so, will incur no refund on the full invoice fee.
- B. The client will be asked to pay a booking deposit, upon confirmation of the event. This will typically be 50% but may be more for larger events. This booking fee is strictly non-refundable. This may, at the sole discretion of the company be waived or partially waived under exceptional circumstances, but that is at the full discretion of Flash Point and its representatives. Equipment shall not be booked until this payment is received, so any increases in price of sub-hired equipment by late payment shall be paid by them.
- C. First time customer's of The Flash Point Group are required to pay 100% of the booking amount up front.
- D. Failed payment of any payments due to Flash Point, that have not been paid within 28 days (unless otherwise agreed) may result in legal action. Flash Point will exercise any rights afforded to them by the late payments legislation.
- E. Verbal or written agreements are binding.
- F. The client or hirer is responsible for any damage caused to equipment caused by any person at your event. The client understands and accepts that they will be charged for any repairs or replacement required and this is payable upon receipt of invoice.
- G. It is the client's responsibility to ensure the suitability of Flash Point's equipment. The client should inform us of any access restrictions, stairways, uneven surfaces, lack of loading bays. If

equipment cannot safely and reasonably be brought into an event, the client shall be liable for the full booking fee without refund.

- H. Flash Point is not liable for any damage to property caused by attendees, contractors, non-Flash Point employees and the general public.
- I. The client is to provide reasonable parking provisions for Flash Point and any sub-contractors, freelancers or employees that may require it. Any parking fines received by Flash Point on their vehicles, just before, during and immediately after the client's event, shall be paid by the client.
- J. All events should have adequate public liability insurance. The client must be able to produce a copy of their public liability, professional indemnity or other relevant insurance reasonably required, upon demand.
- K. We reserve the right to substitute equipment for similar or better models, due to availability.

### 3. Dry Hire

We define dry hire as the just a piece or set of equipment hired from us, without technicians or project management.

- A. All terms listed above in section 2 apply to dry hire as well, unless otherwise noted below.
- B. Any damage to Flash Point's equipment during the hire period, will be fully paid for by the client on a like-for-like basis
- C. Extensions of equipment hire, should be agreed as early as possible. The company will always endeavour to charge the same day/ week rate that you paid previously, but this will depend on equipment and availability and as such cannot be guaranteed.
- D. Equipment returned late shall be charged to the client at the weekly rate applicable and is due within 14 days of receipt of invoice.
- E. In addition to sub-section 3d, in the event that we cannot fulfil another order due to the client's late return, the client shall be responsible for any costs of hiring in replacement equipment.
- F. All liability for the correct and safe rigging, operation and transport of equipment, is the responsibility of the hirer.
- G. The hirer must notify Flash Point within 24 hours of a fault occurring. If this condition is not met, we shall not be liable for a refund or replacement.
- H. We will always do our best to deal with any equipment that may stop working, whilst on a hire. We will usually try to get a replacement fixture with you at as early a stage as possible but if this is not a viable option, we shall refund pro rata.
- I. If equipment is not available for delivery or collection when our courier, technician or third party transport company arrives to drop off or collect the equipment, at the agreed time and place,
- J. Should the Flash Point Group have reasonable suspicions that a hirer is not using the equipment in a safe, appropriate and legal way, the equipment hire and contract may be terminated immediately by Flash Point. In this case, the hirer is still liable for paying any remaining invoices and no refunds shall be issued.
- K. All equipment remains the property of The Flash Point Group LTD. The client is responsible for ensuring its safety, security and functionality at all times. The client shall not sub-lease, loan or otherwise use the equipment, except in the location agreed with Flash Point.

- L. All cables should be returned coiled and taped with electrical tape or attached Velcro strap. Failure to do so will result in a £0.50 cabling fee, per cable.
- M. The hirer shall indemnify the Flash Point Group LTD against financial loss, liability and expense or proceedings in respect of personal injury or damage or loss resulting from use of hired equipment
- N. Any dimensions given are to a reasonable degree of accuracy. But, we cannot be held responsible for lack of compatibility with equipment supplied by another supplier.
- O. The hirer shall take all steps at its own expense to retain and recover possessions and control the equipment if the hirer loses possession or control and shall indemnify the company against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this clause
- P. Spare equipment shall be provided subject to type of equipment and size of hire. It is not automatically included and will be subject to availability.
- Q. No equipment should be tampered with or modified in anyway. This includes, but is not limited to, plug changing.

#### **4. Invoice and Payment Conditions**

- A. All invoices must be paid by the date shown on the invoice as the 'due date'.
- B. Overdue payments not received within 56 days of receipt of invoice shall incur interest of 3% above the Bank of England base rate.
- C. The 50% confirmation must be paid immediately. The job will not be considered confirmed until this is received. If equipment, staffing or logistics costs (including Hotels) have increased since the initial quote, these shall be paid for by the client.

#### **5. Additional Terms**

- A. Verbal quotes or quotes given by email are a guideline only. Official quotes will have a due date, company address and contact details of both Flash Point and the hirer.
- B. The quotes, unless noted, do not include site pre-production time. This is charged at £150 per day +VAT. Site visits, meetings and other activities requested by the client or necessary and agreed for the event shall incur full travel costs to client and hotels when the site visit or meeting is more than 3 hours from London.