

## **NOTES-TERMS AND CONDITIONS 1<sup>ST</sup> JANUARY 2016**

ALL ORDERS MUST BE CONFIRMED IN WRITING, WITHOUT THIS NO ORDER EXISTS AND REQUESTS WILL NOT BE ACTED UPON. WHEN ORDERING PLEASE LET US KNOW THE DATE YOU REQUIRE THE GOODS, THE DATES OF THE PERFORMANCES, THE EXPECTED FINISHING TIME OF THE LAST PERFORMANCE AND THE TIME AT WHICH THE GOODS WILL BE RETURNED OR COLLECTED. PLEASE LET US KNOW OF **ANY IMPORTANT INFORMATION** SUCH AS THE VENUE WILL SHUT. "LOCKED IN" EQUIPMENT REMAINS ON HIRE TO YOU! IF THERE IS SOMETHING YOU DO NOT UNDERSTAND PLEASE ASK. WE WILL SEND AN INSTRUCTION SHEET WITH MORE TECHNICAL ITEMS. HIRE CHARGES ARE PER WEEK (OR 50% OF THE WEEKLY RATE FOR 24 HOURS, DAY RATE). DISCOUNT IS AVAILABLE ON 4 WEEKS OR MORE HIRE. IN OUR BROCHURES, ITEMS MARKED \* DO NOT COME INTO THE DAY RATE SCHEME.

**INVOICES ARE ALL DUE NET 10 DAYS FROM THE DATE OF INVOICE** (NORMALLY THE DATE ON WHICH THE GOODS ARE DESPATCHED). NEW ACCOUNT CUSTOMERS ARE INVITED TO PAY BY BACS OR BY CARD (AMEX 2% SURCHARGE) BEFORE DISPATCH. PRICES QUOTED IN OUR BROCHURES ARE CORRECT AT TIME OF GOING TO PRESS. PLEASE CONFIRM THE PRICE WHEN ORDERING. TRANSPORT IS NOT DISCOUNTED. PRICES ARE ALWAYS SUBJECT TO VAT. SHOULD YOU NEED TO HAVE THE INVOICE DETAILS CHANGED IT SHALL HAVE NO EFFECT ON THE INVOICE DATE OR DATE BY WHICH THE INVOICE MUST BE PAID AND THE ORIGINATOR OF THE ORDER WILL STILL BE RESPONSIBLE FOR THE DEBT UNTIL PAID. WE MAY LEVY A CHARGE FOR THIS. ALL PAYMENTS MUST BE SENT WITH A REMITTANCE ADVICE NOTE, BACS PAYMENTS MUST BE ADVISED IN THE SAME WAY. WE RESERVE THE RIGHT TO CHARGE 10% PER MONTH FOR LATE PAYMENT OF INVOICES, CALCULATED ON A DAILY BASIS FROM THE DUE DATE UNTIL PAID. SHOULD YOU WISH TO CHANGE THE DATES FOR A HIRE YOU MUST NOTIFY US AS SOON AS POSSIBLE AS WE MAY NOT BE ABLE TO ASSIST DUE TO OTHER BOOKINGS. LIKewise, IF YOU DECIDE TO RETURN EARLY, OR CANCEL AT SHORT NOTICE, WE MAY NOT CREDIT YOU. ONCE YOU HAVE ORDERED AND RECEIVED GOODS THEY WILL BE CHARGED TO YOU, WHETHER THEY ARE USED OR NOT. IF YOU WISH TO CANCEL A BOOKING YOU MUST DO SO IN WRITING AT LEAST 7 DAYS BEFORE THE HIRE. WE WILL NOT CREDIT SUCH EQUIPMENT AT LESS THAN 7 DAYS WRITTEN NOTICE. WE RESERVE THE RIGHT TO SUBMIT PART INVOICES WHERE A DELAY IS UNAVOIDABLE OR THE ORDER IS MORE THAN £2000.00 NET.

IF AN ITEM OF OUR EQUIPMENT GOES WRONG PLEASE CHECK FOR THE OBVIOUS SUCH AS A BLOWN FUSE, A FLAT BATTERY ETC. IF IT IS MORE SERIOUS WE WILL RECTIFY THE FAULT AS QUICKLY AS POSSIBLE. PLEASE RETURN THE ITEM TO US FOR INSPECTION. IF WE HAVE DELIVERED IT, WE WILL COLLECT AND RETURN. PLEASE REPORT ALL FAULTS **AT ONCE**, AS **NO** ALLOWANCE CAN BE MADE IF THE FAULT IS REPORTED TO US AT THE RETURN OF THE EQUIPMENT. IF THERE IS AN ITEM MISSING PLEASE CALL AND TELL US SO THAT WE CAN DISPATCH SAID ITEM AS SOON AS POSSIBLE. BATTERIES AND FILTER ARE THE CUSTOMER'S RESPONSIBILITY. DAVID'S MOBILE 07860 233 771

SMOKE MACHINES GET VERY HOT AND MAY WELL SET OFF THE FIRE ALARM; ALSO PYROTECHNICS WILL SET OFF THE FIRE ALARM. THEREFORE, PLEASE ISOLATE THE ZONE. WE WILL NOT ACCEPT ANY RESPONSIBILITY FOR SUCH AN EVENT. PYROTECHNICS CAN BE VERY DANGEROUS IF ABUSED. PLEASE TREAT THEM EXACTLY LIKE FIREWORKS - WITH GREAT CARE - AND FOLLOW THE INSTRUCTIONS PROVIDED. WHEREVER POSSIBLE KEEP LIGHTING AND SOUND CABLES APART, THIS WILL HELP TO AVOID INTERFERENCE. OUR DIMMER RACKS ARE SUPPLIED WITH 1.5 METRES OF CABLE AND A 63 AMP PLUG. LANTERNS ARE FITTED WITH 1.5 METRES OF SILICON FLEX AND A 15 AMP PLUG OR 16 AMP ON OUTDOOR FITTINGS AND NON-DIM ITEMS. ADAPTORS CAN BE SUPPLIED AT EXTRA COST. PLEASE **DO NOT CHANGE** ANY PLUG OR SOCKET, AS WE **WILL** MAKE A CHARGE FOR REPAIRS AND RE-TESTING. NON-DIMMING ITEMS WILL BE SUPPLIED WITH A SUITABLE 13 – 16 AMP ADAPTOR FREE OF CHARGE. WE WILL INFORM YOU OF THE DETAILS. DO NOT PUT A NON-DIM ITEM ON A DIMMER. DO NOT ALTER ANY OF OUR EQUIPMENT, AS YOU WILL BE CHARGED FOR ITS REPAIR OR REPLACEMENT.

PLEASE DO NOT USE PARCEL TAPE OR MASKING TAPE, AS IT IS NOT SUITABLE FOR TAPING DOWN CABLES. THESE TAPES ARE VIRTUALLY IMPOSSIBLE TO CLEAN OFF. WE SELL GAFFA TAPE WHICH IS REALLY VERY CHEAP, AND FAR MORE SUITABLE. THE **CUSTOMER** IS RESPONSIBLE FOR CLEANING OFF GAFFA TAPE OR OTHER TAPES USED ON YOUR PRODUCTION. WHEN RE-COILING CABLES PLEASE USE THE CORRECT METHOD AND USE RESEALABLE CABLE TIES, WHICH WE CAN SUPPLY, OR PVC TAPE BUT NOT MASKING TAPE, GAFFA TAPE OR SELLOTAPE. POORLY COILED CABLES, OR CABLES NOT COILED AND SECURED, WILL BE CHARGED, AS THIS TAKES TIME TO CORRECT. THERE IS A BOOKLET SUPPLIED BY US WITH EACH HIRE TO HELP YOU. BARNDOORS SHOULD ALSO BE CLOSED AND LEFT ON THE LANTERN. ON PROFILES, SHUTTERS SHOULD BE IN. LOST EQUIPMENT SUCH AS HOOK CLAMPS, COLOUR FRAMES, SAFETY CHAINS/BONDS OR BARN DOORS WILL BE CHARGED IN FULL.

SHOULD A LAMP "BLOW" PLEASE RETURN THE LAMP FOR INSPECTION. NON-RETURNS WILL BE INVOICED. THE **CUSTOMER** IS RESPONSIBLE FOR INSURANCE OF THE EQUIPMENT WHILST IN THEIR POSSESSION. PLEASE ENSURE YOU HAVE ADEQUATE COVER! IF DAMAGE OCCURS, THE CUSTOMER WILL BE CHARGED FOR REPAIRS AT COST (REPLACEMENT IF NECESSARY) AND MAY BE CHARGED FOR CONSEQUENTIAL LOSS DURING REPAIRS. ALL HIRE EQUIPMENT REMAINS THE PROPERTY OF DAVID FITCH SERVICES LTD AND WE RESERVE THE RIGHT TO INSPECT THE EQUIPMENT AT THE CUSTOMERS PREMISES AT A REASONABLE TIME AND NOTICE. WE WILL TRY TO SUPPLY EQUIPMENT AS ORDERED BUT RESERVE THE RIGHT TO SUBSTITUTE SIMILAR EQUIPMENT SHOULD THE SAID GOODS BE UNAVAILABLE. IF WE HAVE TO SUBSTITUTE SUPERIOR OR MORE EXPENSIVE EQUIPMENT YOU WILL BE CHARGED AT THE LOWER RATE. WE CANNOT BE HELD LIABLE FOR CONSEQUENTIAL LOSS IN RELATION TO LATE RETURN OF GOODS OR IN REHEARSAL PERIOD WHILST WE ARE RECTIFYING ANY PROBLEM. LATE RETURN OF GOODS WILL BE CHARGED FOR IN FULL AT THE PUBLISHED RATES.

DELIVERY AND COLLECTION IS AVAILABLE ON ALL EQUIPMENT, BUT IS A CHARGEABLE SERVICE. THIS WILL BE BETWEEN 8AM AND 6PM OR BY ARRANGEMENT. NB WE CANNOT GUARANTEE TIMES DUE TO TRAFFIC CONDITIONS. UNSOCIAL HOURS, 11PM-6AM ATTRACTS A SURCHARGE. OCCASIONALLY, WE MAY HAVE TO DELIVER AT AN EARLIER TIME OR COLLECT GOODS AT THE NEXT OPPORTUNITY DUE TO COMMITMENTS, YOU WILL NOT BE CHARGED EXTRA FOR THIS. CERTAIN GOODS CANNOT BE SENT BY POST OR CARRIER, GOODS SUCH AS: PYROTECHNICS, FLUIDS, PAINT OR LARGE FRAGILE ITEMS. WE WILL ADVISE YOU AT THE TIME OF ORDERING OF SUCH ITEMS. PLEASE BE DE-RIGGED IN TIME, AS WASTED JOURNEYS WILL BE CHARGED AT CURRENT RATES. WE TRY TO FLIGHTCASE EQUIPMENT WHEREVER POSSIBLE TO PROTECT IT AND MAKE TRANSPORT EASIER, PLEASE USE THE CASES WHICH ARE LEFT ON SITE FOR RETURNING THE EQUIPMENT. THERE IS A BOOKLET SUPPLIED WITH EACH HIRE TO ASSIST YOU IN PACKING THE CASES. PLEASE ASK FOR THE FLIGHTCASE SIZES AND IF COLLECTING PLEASE BRING AN APPROPRIATE VEHICLE. WITH STAGEBASE OR STEELDECK, WHEN WE DELIVER OR COLLECT, THE DRIVER WILL GET THE VEHICLE AS CLOSE AS PRACTICAL. YOU WILL BE EXPECTED TO SUPPLY FIT PEOPLE TO MOVE THE DECK, TO AND FROM ITS PLACE OF USE. IF YOU WOULD LIKE US TO FIT OR REMOVE THE DECK WE WILL SEND A SECOND PERSON. THIS MUST BE ARRANGED AT TIME OF ORDER AND IS CHARGED FOR ACCORDINGLY. STAIRS WILL INVOLVE EXTRA COSTS AND YOU MUST ADVISE US OF THE ACCESS ROUTE AND SITE CONDITIONS. WHEN HIRING MIRROR BALLS OUR RIGGING EQUIPMENT MUST BE USED TO SUPPORT THEM, NO OTHER METHOD IS ACCEPTABLE. DO NOT ALTER ANY ITEM OF OUR EQUIPMENT AND DO NOT REMOVE MARKING TAGS. PLEASE NOTE THE SIZE OF THE FLIGHTCASES AND MEASURE THE ACCESS. NO ALLOWANCE WILL BE MADE IF THIS IS NOT DONE. ALL SIZE INFORMATION IS ON OUR WEBSITE.

REPAIRS TO CUSTOMER EQUIPMENT IS UNDERTAKEN ON, THE TIME TAKEN PLUS COMPONENTS REPLACING SUCH AS REQUIRED TO EFFECT REPAIRS OR ESTABLISH ECONOMIC REPAIR OR NOT.

THESE TERMS AND CONDITIONS WILL APPLY WHETHER YOU HAVE READ THEM OR NOT. TITLE OF SALES ITEMS REMAINS WITH DAVID FITCH SERVICES LTD UNTIL THE INVOICE IS PAID CLEARED FUNDS. GOODS CORRECTLY SUPPLIED BUT SUBSEQUENTLY RETURNED ARE SUBJECT TO A RE-STOCKING CHARGE. SPECIALIST ITEMS CANNOT BE RETURNED.

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