



**PERSPECTIVE**  
broadcast ltd

## **Standard Terms & Conditions for Audio-Visual Equipment Hire and Provision of Services**

Updated March 2024

### **1. Overview**

Perspective Broadcast Ltd provide audio visual equipment hire and crew services to the television broadcast, industrial and corporate markets.

By placing a booking, you agree to adhere to the following Terms & Conditions. Please read and understand them before proceeding. For certain hires, you may need to provide two forms of identification, one being a photo ID (passport, driving license, etc.).

### **2. Definition of Expressions Used**

*Hire:* Arrangement to use equipment supplied by the Perspective Broadcast at an event.

*Hire Agreement:* Document specifying the hire period and fees pursuant to the terms and conditions of hire as set out herein.

*Hirer:* Person, company, department, or other body ordering and/or accepting goods or services.

*The Equipment:* All items of equipment and services accepted by the hirer as listed on the 'Delivery Note' and or Estimate and or Quotation that may accompany the equipment.

*Total Loss Replacement Value:* The replacement value of the equipment should any loss or damage occur that is not repairable or would cost more to repair than the market value of the Equipment.

*PBL:* Perspective Broadcast Ltd

*Delivery Note:* Schedule of equipment supplied to the Hirer

### **3. Hire**

PBL leases the Equipment to the Hirer in accordance with the terms set out in this Agreement.

The equipment hired by the Hirer is set out in the 'Delivery Note'

### **4. Payment & Deposit**

A booking deposit of 25% may be required to reserve equipment, crew, and logistical services for your requested date(s).

Bookings made less than 14 days prior to the event date may require full payment to confirm the booking.

All prices quoted and payments are in Sterling / GBP and are subject VAT at the current rate.

### **5. Cancellations**

If the Hirer cancels the booking we may levy cancellation fees at our discretion and according to the schedule set out below

Over 30 days before the event: 0% fee (deducted from the deposit).

5-29 days before the event: 15% fee of the total hire.

Less than 5 days before the event: 50% fee of the total hire.

Events cancelled at any time during the hire: 100% fee of the total hire.

Refundable security/damages deposit may be required for certain hires.

Full payment due 14 days from date of invoice. Corporate credit cards may be accepted (subject to merchant fees).

## **6. Prices**

Prices quoted per 24 hours (unless otherwise stated) and are set out in the Estimate/Quotation sent to the Hirer in advance of the Hire. Prices stated are subject to change. Prices set out in the Estimate/quote are subject to GB VAT at the current rate.

## **7. Use of Equipment**

The Hirer will use the Equipment in a good and careful manner and will ensure that it is returned in good condition free of damage either mechanically or aesthetically. If the equipment is not returned in the condition in which it was supplied PBL may, at their discretion, make charges against the Hirer to repair the equipment. Any such charge will be notified to the Hirer and agreed in advance of the work being undertaken.

Any alterations, modifications, or attachments to the Equipment are not permitted.

The Hirer will comply with all manufacturer's requirements and recommendations regarding the Equipment.

The Equipment will be used only for its intended purpose and operated by qualified / competent persons.

## **8. Warranties**

The Equipment will be supplied in excellent condition, will be fit for purpose and of merchantable quality.

## **9. Loss and Damage**

The Hirer will be responsible for risk of loss, damage, theft or destruction of the Equipment howsoever caused whilst the Equipment is on hire and or in the care of the Hirer. PBL recommend that a suitable insurance policy is held by the Hirer to mitigate losses should the Equipment be subject to any loss or damage.

If the Equipment is lost or damaged the Hirer promptly inform PBL in writing and will continue to pay any hire charges.

In the event of total loss of the hire equipment the Hirer will replace the Equipment with encumbrance-free equipment of the same or better model, type and configuration.

## **10. Insurance**

The Hirer will, during the entire term of the hire period as set out in the Estimate and or Quotation and or Delivery Note, take out and maintain insurance against loss of and or damage to the Equipment to the full replacement value and will name PBL as the loss payee.

The Hirer will, during the hire period and at anytime when the Hirer is in possession of the hired equipment, take out and maintain comprehensive Public Liability insurance against claims of bodily injury including death and property damage or any loss arising from the use of the Equipment.

Upon demand, the Hirer will provide PBL with evidence of suitable insurance cover.

If the Hirer does not hold suitable insurance against loss and or damage to the hired equipment PBL may charge a fee to the Hirer for such provision. PBL holds and will maintain PL insurance as appropriate.

## **11. Indemnity**

The Hirer will indemnify and hold harmless PBL against any and all claims, actions proceedings, costs, expenses, damages, liabilities, legal costs arising out of the Hirers use of the equipment.

## **12. Default**

Any occurrence of the following will constitute an 'Event of Default' under these terms and conditions.

1. The Hirer fails to pay any amount when due as set out in the Quotation and or Estimate and or Invoice
2. The Hirer fails to repair and or replace the equipment in the event of loss or damage.
3. The Hirer becomes insolvent and or files for bankruptcy proceedings.

## **13. Remedies**

1. Declare the entire amount of Hire for the hire period without notice or demand to the hirer
2. Commence legal proceedings to recover the hire fees and associated costs accrued.
3. Take possession of the equipment without demand wherever it may be locate, without any court order or other process of law. The Hirer will be responsible ofr any and all damages howsoever caused by taking such possession.
4. Terminate any hire agreement immediately upon written notice to the Hirer.
5. Pursue any other legal remedy available.

## **14. Assignment**

The Hirer may not assign the hire agreement to any other party.

## **15. Ownership**

The Equipment remains the property of Perspective Broadcast Ltd and warrants the PBL has the right to hire the equipment according to the terms of hire. The Hirer is not buying the equipment and will not have any legal title to it.

The Hirer will not encumber the equipment or allow the equipment to be used as a pledge or as security in any manner.

PBL warrants that, providing no event of default has occurred, we will not disturb the Hirers use of the equipment during the hire period.

## **16. Entire Agreement**

The Hire Agreement will constitute the entire agreement between the parties. Any prior agreement or arrangements preceding the Hire Agreement will be null and void.

## **17. Address for notice**

Any communication in relation to these Terms and Conditions must addressed to:

Perspective Broadcast Ltd, Unit 4, Oaklands Industrial Estate, Braydon, Swindon. SN50AN

## **18. Governing Law**

These terms and conditions are construed in accordance with and governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

## **19. Severability**

If there is a conflict between any provision in the Terms and Conditions of Hire and applicable legislation of England, the legislation will prevail and any provisions in this document will be amended as necessary. If any terms in this document are found to be invalid or unenforceable in whole or in part all and any other provisions will remain in force.

Neither the Hirer or PBL have the right to terminate the Hire Agreement for any delay or default in performance if caused by conditions beyond their control.

## **20. General**

These terms and conditions are subject to change from time to time and without notice.