

# Apache Lighting at Courtyard Studios

## Terms and Conditions for the Hiring of Equipment

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### Business Hours

Please note Apache Lighting / Courtyard Studios are open by appointment only. Please call us to arrange pick-up / returns.

### Pick-up and Delivery

Transportation for pick-ups and returns is the sole responsibility of the customer. Deliveries arranged by Apache Lighting will be charged. All return deliveries back to Apache Lighting must be pre-paid. Rental does not end until the equipment is received by Apache Lighting, unless previous arrangements have been made. All items must be fully insured for purposes of delivery. Please check deliveries when received, and if there is damage in any way you must mark DAMAGED on the delivery receipt before signing for the goods. If you do not have time to check the package, mark the delivery note as UNCHECKED before signing. Failure to do this may prevent an insurance claim being made against the carrier.

### Damaged Equipment

All equipment is rented in good working condition and is to be returned in the same state of good working condition / appearance. Any repair work necessary shall be paid by the customer. If the condition of the equipment is beyond repair, the customer shall pay for full replacement.

### Rental Period

Minimum rental period is one day. Equipment must be returned by 12:00 Noon to avoid an extra day's charge, unless previous arrangements have been made. Minimum rental on a delivered order is two days.

### Lamps

All fixtures are furnished with lamps. All blown lamps will, at our discretion, be chargeable. The number of spare lamps provided depends duration of the rental period. All spares and burnt out lamps must be returned or replacement cost will be charged.

### Variation

Any goods or services supplied by Apache Lighting / Courtyard Studios are sold, hired or supplied under these Terms and Conditions of Business. Apache Lighting reserve the right to substitute or vary all or some of the items of equipment set out in such writing or quotation provided that this does not affect standards of quality and we shall not incur any liability to the customer if the equipment does not correspond to its description.

### Payment / Pricing

Prices and terms subject to change without prior notice. Please confirm all estimated costs and terms with us prior to hire.

All orders are subject to acceptance by Apache Lighting. We may require proof of identity before hiring equipment out. Payment on new accounts is strictly prior to dispatch or COD until credit is established. Credit terms are 14 days from the date of invoice. Any due amount unpaid shall be liable to interest at 2% above the Bank of England base rate. We normally allow 5 working days for your cheque to clear before dispatching any goods. **Payments by cheque should be made out to Courtyard Studios.**

### Card Payments

If paying by card, the payment will be made to Apache Lighting owner Paul Dixon, and appear on your statement as such. There are no additional charges made for the use of a card. Your card will be charged within 24 hours of equipment being ready for despatch, or sooner in the event of cancellation (see cancellation terms section). We currently accept all Visa, Mastercard and debit cards. Every transaction is subject to address verification. In the event of the cardholder's address not matching the company address, other identification may be required in order to process the order.

### Cancellation Terms

To avoid a penalty, cancellations must be received in writing no less than 8 days prior to the hire start date. If cancellation is within 7 days of the hire date, the customer shall pay a fee equivalent to: within 3-7 days 50% of the hire fee, under 72 hours 100% of the hire fee.

### Expenses

Apache Lighting reserve the right to claim any additional expenses properly incurred during the course of the hire period but not covered by any quotation.

### Insurance of Equipment

The customer shall ascertain from Apache Lighting the replacement value of the equipment and arrange all risks insurance at their own expense. Insurance shall be in favour of Apache Lighting as payee to claims and cover a minimum £1,000,000 all risks bodily injury and property damage. A certificate of insurance naming Apache Lighting as ADDITIONAL INSURED, in respects of the rental of this equipment during the term of this rental agreement, must be supplied prior to release of any equipment. The customer agrees to and does hereby indemnify Apache Lighting / Courtyard Studios, its agents and employees harmless of and from any and all losses, damages, claims, demands of liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition, (including without limitation latent and other defects) or operation of the equipment rented, and whosoever used or operated during the term hereof. This indemnification shall continue in full force and effect during and after term of this rental for cause arising during the term of this rental. The customer agrees to pay the rental price for the equipment rented. Should said equipment, or any part thereof, be lost, damaged, or destroyed by fire, casualty of any kind, act of God or their act or accident, the customer agrees to pay the full replacement value, or in the event of damage, agrees to pay the accrued rental plus the cost of damage. Rent shall be due whether or not such a loss has occurred. Obligation to pay shall only cease at point of payment for all losses suffered by Apache Lighting.

### Care of Equipment

The customer shall take good care of the equipment and use it only for the purposes for which it was supplied and not part with possession of the equipment or supply it to any third party without the written consent of Apache Lighting. The equipment is available for inspection at the time of pick up. Courtyard Studios understands that equipment rented will be used by well-trained, lighting-industry professionals.

### Force Majeure

Although Apache Lighting shall use all reasonable endeavours to discharge its obligations under this contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

Furthermore Apache Lighting accepts no responsibility for any malfunction or breakdown, however arising of the equipment hired. Nor for any loss whether financial or otherwise. Apache Lighting also reserves the right to cancel this agreement or any verbal agreement relating to this hire with due notice.

### Applicable Law

This agreement shall be governed by the laws of England & Wales