

Terms and Conditions of Business

1. DEFINITIONS AND LAW

1.1 "direct control UK ", "direct control UK Ltd ", "" directcontroluk.com", "Us" and "Our" mean direct control UK Ltd.

1.2 "The equipment" shall mean goods, components and other items hired or sold by direct control UK Ltd or any part thereof

1.3 "The customer" is the person, firm, corporate or public body hiring or purchasing the equipment. Any person purporting to act on behalf of the customer shall be bound by these terms. Issue of a purchase order and/or payment of confirmation deposit by the customer constitutes acceptance of these terms.

1.4 "Consequential loss" shall mean loss of profits, contracts or other consequential loss of damage

1.5 "Interest "shall mean interest calculated in accordance with Clause 4.1

1.6 An "Event" is where direct control UK Ltd may hire or sell any equipment to the Customer and also provide services such as installation and operation of Equipment, or any other production services.

1.7 The contract shall be interpreted and applied in accordance with Scottish Law and the parties to this contract agree to submit to the exclusive jurisdiction of the Scottish Courts

2. HIRE & EVENT TERMS

2.1 Charges

2.1.1 Hire charges commence from the date stated in the contract and are payable for the period of hire

2.1.2 Equipment must be returned on the date and time specified in the contract in a clean and serviceable condition and the customer must obtain the suppliers receipt

2.1.3 Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers

2.1.4 All charges are payable on demand

2.2 Hire period

2.2.1 The hiring period commences at the agreed time on the date specified in the contract and continues for the period specified in the contract and terminates at the agreed time on the last day of the hiring contract

2.3 Power to enter this contract

2.3.1 The signatory to the contract warrants that they are duly authorised on the customer's behalf to enter into this contract and hereby personally indemnifies direct control UK Ltd against all losses and costs that may be incurred by direct control UK Ltd if this is not the case

2.4 Customer's responsibilities

2.4.1 The Customers responsibility for the equipment commences on receipt of the equipment by the customer or his agent or on delivery and ends when the customer is in possession of direct control UK Ltd 's unqualified receipt for the return of the equipment

2.4.2 The customer shall not at any time sell, dispose or otherwise part with control of the equipment or attempt to do so

2.4.3 The Signatory to the contract and the customer jointly and severally undertake with direct control UK Ltd that everyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the equipment to be misused

2.4.4 The customer will at all times fully indemnify direct control UK Ltd against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return or non-return of the equipment

2.4.5 Nothing in this clause shall affect the statutory rights of the customers to purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977

2.5 Electrical Equipment

2.5.1 Any electrical equipment should be used with plugs and/or sockets as fitted

2.5.2 If other plugs or sockets are to be fitted by the customer such work shall be carried out by a competent person who shall also reinstate the same to the original condition prior to redelivery

2.5.3 The customer shall be responsible, where applicable, to arrange a proper supply of electricity for use with the equipment and ensure that the equipment is properly earthed

2.6 Equipment maintenance and reporting

2.6.1 The customer shall ensure that the equipment remains serviceable and clean during the hire period

2.6.2 Any breakdown or unsatisfactory working of the equipment shall be immediately notified to direct control UK Ltd

2.6.3 The customer shall under no circumstances attempt to repair the equipment without prior authorisation from direct control UK Ltd

2.6.4 Any damaged or unsatisfactory equipment must be returned to direct control UK Ltd 's premises for examination at the customers cost

2.6.5 If the equipment is involved in any accident resulting in damage to either the equipment of other property or injury to any person the customer shall notify Direct control UK Ltd immediately

2.6.6 Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of direct control UK Ltd

2.7 Compatibility of equipment

2.7.1 The customer shall ensure that the equipment is compatible and may safely be used with any other equipment being used by the customer

2.7.2 The customer shall be responsible for ensuring that any equipment is suitable for their purposes

2.8 Insurance

2.8.1 The customer agrees to pay direct control UK Ltd the full retail cost of any equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear or tear or age).

2.8.2 In the case of Events, unless otherwise agreed, the Customer is responsible for the insurance of all equipment used against damage or loss caused by any of the Customer's staff or guests

2.8.3 The customer shall insure the goods against liability

2.8.4 All monies received by the customer from any insurance company or third party in settlement of any claim shall be held in trust by the customer and paid to direct control UK Ltd on demand to the extent that any such payment is due under this clause

2.8.5 The customer shall not compromise or settle any claim without the express consent of direct control UK Ltd

2.8.6 In the case of the equipment which is lost, stolen or damaged beyond economic repair the customer shall pay a charge at the full rental rate together with interest and consequential loss until the equipment is replaced

2.9 Condition of returned equipment

2.9.1 The customer is fully responsible for care, safe keeping and return in good working order of the equipment

2.9.2 The customer will reimburse all costs incurred by direct control UK Ltd in rectifying the condition of any equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with any consequential loss until rectification

2.10 Termination of hire

2.10.1 direct control UK Ltd shall be entitled to terminate the contract with immediate effect and to repossess the equipment if at any time:

(a) The customer is in breach of these terms; or

(b) The customer shall take any steps or if any act or proceedings is commenced in which the customer's solvency is in the reasonable view of direct control UK Ltd in doubt. Such termination shall not affect the right of direct control UK Ltd to recover from the customer any monies due under this contract, interest, consequential loss or damages for the breach

2.10.2 The customer hereby authorises direct control UK Ltd to enter upon any property where Direct control UK Ltd reasonably believe any equipment to be and Direct control UK Ltd in their absolute discretion may recover and remove the equipment

2.10.3 The customer hereby authorises direct control UK Ltd (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the contract) to deduct any sums properly due to direct control UK Ltd arising from a breach of these terms from any credit card, debit card or charge account details of which are in the possession of direct control UK Ltd

3. CONDITIONS APPLICABLE TO HIRE, SALES & EVENTS

3.1 Payment and interest

3.1.1 Where account facilities have been granted to the customer in writing all invoices must be paid within 14 days of invoice date

3.1.2 Where no such facilities have been granted payment will be with order or where previously agreed on delivery

3.1.3 The statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 will be applied if invoices are not paid according to the above agreed terms.

3.1.4 The payment of such interest shall be without prejudice to any other rights or remedies of direct control UK Ltd

3.1.5 Any legal or other charges incurred in the recovery of money of equipment shall be paid by the customer

3.2 Receipt

3.2.1 The customer or any duly authorised person on behalf of the customer shall receive and unload the equipment and shall check the same for quantity and condition in the presence of direct control UK Ltd 's carrier

3.2.2 Any shortage of or unsatisfactory equipment shall be endorsed by the customer on the delivery document and the customer shall give written confirmation to direct control UK Ltd within three days of delivery

3.2.3 No claim in respect of shortage of or unsatisfactory condition of the equipment shall be entertained by direct control UK Ltd unless 3.2.2 is observed

3.2.4 This condition does not affect the statutory rights of the customer

3.2.5 The price charged will be the price ruling at the time of delivery. Where this is at variance with the price quoted, or inserted in the contract at the time the goods were ordered the customer will be advised prior to delivery

3.3 Liability

3.3.1 direct control UK Ltd 's liability for any defect in the equipment shall be limited to and in no case exceed:

(a) any manufacturer's warranty sold with the equipment; or if there shall be none

(b) replacement or repair of the defective equipment; or

(c) at direct control UK Ltd 's option a refund of the price

3.3.2 Consequential losses

Nothing in these terms and conditions shall make direct control UK Ltd liable for any consequential loss to the customer including any expense, liability, loss, claim or proceedings whatsoever caused by or arising out of the late delivery, non-delivery, unsuitably, incompatibility or unlawful repossession of the equipment or any part thereof or any breakdown or stoppage of the same.

3.4 Injury to persons and damage to property

3.4.1 Subject to 4.2 above Direct control UK Ltd shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused by the negligence of direct control UK Ltd

3.5 Rights reserved

3.5.1 Any failure by direct control UK Ltd to enforce any or all of these conditions shall not be construed as a waiver of any of direct control UK Ltd 's rights hereunder

3.5.2 If any term in this contract shall be held invalid such invalidation shall not affect the validity of the remaining items

3.6 Terms of contract

3.6.1 These conditions have effect in substitution for and to the exclusion of any condition put forward by the customer

3.7 Delivery and carriage

3.7.1 All times quoted or stated for delivery are approximate only

3.7.2 Hire charges or sale prices do not include carriage. Any expenses incurred by direct control UK Ltd in delivery or recovering equipment or attempting the same will be paid by the customer

3.7.3 Where carriage charges are quoted by direct control UK Ltd such charges will include only for the time to unload or unload alongside the direct control UK Ltd vehicle at the address specified by the customer. Further time or attendance will be paid for by the customer

3.8 Copyright

3.8.1 direct control UK Ltd notifies the customer that playing or showing copyright material in circumstances where the customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing

3.8.2 The customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose.

3.9 Cancellation

3.9.1 Cancellation of any event, hire or sale must be notified at least 21 days in advance or costs amounting up to the value of the contract may be incurred.

3.9.2 Cancellation at any time may incur any irretrievable costs that direct control UK Ltd may have already incurred in preparation of the event.

3.9.3 Cancellations within 21 days of an event will incur the full cost.