Terms and Conditions of Hire

ASB Industries Ltd, trading as ASB Event Production

These terms apply to every hire of equipment by ASB Industries Ltd, trading as ASB Event Production. They cover two kinds of hire: dry hire, where the Hirer takes the equipment and uses it without ASB staff present, and supplied and operated hire, where ASB staff install and operate the equipment.

Please read them before confirming a booking. Section 4 applies to dry hire only and Section 5 applies to supplied and operated hire only. Everything else applies to both.

1. Definitions

1.1 "ASB", "we" or "us" means ASB Industries Ltd, trading as ASB Event Production (company number 13955729), registered at Old Beams, Chapel Lane, Blackford, BA22 7EF.

1.2 "Hirer" or "you" means the person, company or organisation that books the hire, and anyone acting on its behalf.

1.3 "Equipment" means everything supplied under the hire, including cases, cables, accessories, software licences and documentation, whether owned by ASB or hired in by ASB from another supplier.

1.4 "Hire Period" means the period starting when the Equipment leaves ASB's or its supplier's premises, or is handed to the Hirer or the Hirer's carrier, and ending when all of it has been returned to and checked in by ASB.

1.5 "Dry Hire" means hire where the Equipment is in the Hirer's custody and is used without ASB staff present.

1.6 "Supplied and Operated Hire" means hire where ASB staff install, operate or supervise the Equipment on site.

1.7 "Quote" means ASB's written quotation, confirmation or invoice for the hire.

2. The Contract

2.1 These terms, together with the Quote, form the whole agreement between ASB and the Hirer. They apply in place of any terms the Hirer puts forward, including terms on a purchase order, unless ASB agrees otherwise in writing.

2.2 A booking is confirmed when the Hirer accepts the Quote in writing, pays a deposit or takes delivery of the Equipment, whichever happens first. Acceptance of the Quote is acceptance of these terms.

2.3 Quotes are valid for 30 days and are subject to availability of the Equipment at the time of confirmation.

2.4 If anything in the Quote conflicts with these terms, the Quote takes priority for that hire.

3. Charges and Payment

3.1 Hire charges are as set out in the Quote and are exclusive of VAT, which is added at the current rate.

3.2 Unless the Quote says otherwise, invoices are payable within 30 days of the invoice date. New customers may be asked to pay in full, or pay a deposit, before the Equipment is released.

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3.3 Charges are for the full Hire Period, including any days the Equipment is not used. Equipment returned late is charged at the daily rate in the Quote for each extra day, or part day, until it is returned.

3.4 ASB may charge interest and recovery costs on late payments at the rate allowed by law for late commercial payments.

3.5 Delivery, collection, carriage, consumables (such as haze fluid, CO_2 and gaffer tape), crew, travel and accommodation are charged separately unless included in the Quote.

3.6 ASB may withhold the Equipment, or recover it during the Hire Period, if any payment is overdue.

4. Dry Hire

This section applies when the Equipment is dry hired.

4.1 The Equipment is in the Hirer's care and at the Hirer's risk for the whole Hire Period, from the moment it is collected by, or delivered to, the Hirer or the Hirer's carrier until it is returned to and checked in by ASB.

4.2 The Hirer must check the Equipment on delivery or collection and tell ASB of any fault, damage or shortage within 24 hours. If ASB is not told within that time, the Equipment is taken to have been received complete and in good working order.

4.3 The Hirer must:

(a) make sure the Equipment is only used by competent, suitably trained people, in line with the manufacturer's instructions and any guidance from ASB;

(b) keep the Equipment secure at all times, and never leave it unattended in an unlocked vehicle or an unsecured area;

(c) protect the Equipment from weather, liquids, heat, dust and haze residue beyond normal use;

(d) use suitable, correctly protected power supplies, and have all rigging done by competent riggers using certified fixings and safeties;

(e) keep the Equipment at the address or venue given at booking, and not take it to another country without ASB's written agreement;

(f) return the Equipment clean, complete, in its original cases, and in the same condition it was supplied in, allowing for fair wear and tear.

4.4 The Hirer must not:

(a) lend, sub-hire, sell or part with the Equipment, or allow any lien or charge to arise over it;

(b) open, repair, modify or alter the Equipment, its software or its settings, other than normal operation;

(c) remove or cover any labels, serial numbers or asset tags.

4.5 If the Equipment develops a fault, the Hirer must stop using it and tell ASB straight away. ASB will repair or replace it as soon as reasonably possible. Faults caused by misuse, accident or neglect will be charged to the Hirer.

4.6 ASB will test all Equipment on return. The Hirer will be charged for any cleaning, repair, testing or replacement needed beyond fair wear and tear, and for any missing items.

5. Supplied and Operated Hire

This section applies when ASB staff install, operate or supervise the Equipment.

5.1 ASB staff will install, operate and de-rig the Equipment as set out in the Quote. Only ASB staff, or people ASB approves, may operate or adjust it.

5.2 The Hirer must provide, at no cost to ASB:

(a) safe access to the venue at the times needed for load-in, rehearsal, show and load-out;

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(b) suitable, correctly protected power supplies, and rigging points or structures that are certified and inspected by a competent person;

(c) secure, lockable storage for the Equipment when ASB staff are not on site, including overnight;

(d) any venue permissions, permits and notifications needed for the Equipment to be used, unless the Quote says ASB will arrange them.

5.3 The Hirer is responsible for loss of, or damage to, the Equipment caused by the Hirer, its staff, contractors, performers, audience or other third parties at the venue, and for loss or theft while ASB staff are not on site.

5.4 ASB staff may refuse to install or operate the Equipment, or may stop operating it, if in their reasonable opinion it is unsafe to continue. This includes unsafe structures or power, audience positions that conflict with the safety plan, or instructions that would breach the law or the venue's conditions. Hire charges remain payable.

5.5 Working hours, overtime and travel are as set out in the Quote. Extra time requested on site is charged at the rates in the Quote.

6. Laser Equipment

6.1 Laser equipment is supplied on a supplied and operated basis unless ASB agrees in writing to dry hire it.

6.2 ASB will only dry hire laser equipment to a Hirer who names a competent Laser Safety Officer before the hire. The Hirer is then responsible for the laser safety assessment, any notifications to the venue or authorities, and for using the laser equipment within the law and the manufacturer's limits.

6.3 Where ASB operates laser equipment, ASB's laser safety assessment and control measures apply. The Hirer must not ask ASB staff to depart from them, and must make sure the venue layout agreed in the assessment is kept to, including audience areas and minimum clearances.

6.4 Emergency stop systems supplied with laser equipment must not be bypassed, removed or disconnected.

7. Ownership

7.1 The Equipment remains the property of ASB, or of ASB's supplier where ASB has hired it in, at all times. Nothing in these terms passes ownership to the Hirer.

7.2 ASB, or its supplier, may enter any premises where the Equipment is kept, on reasonable notice, to inspect or recover it.

7.3 ASB may supply equipment of an equal or better specification in place of an item named in the Quote if the named item is unavailable.

8. Insurance

8.1 For Dry Hire, the Hirer must insure the Equipment for its full replacement value against loss, theft and damage, from all causes, for the whole Hire Period, including transit. ASB will tell the Hirer the replacement value on request.

8.2 The Hirer must hold public liability insurance of at least £5,000,000 for any one incident, and employer's liability insurance where required by law.

8.3 The Hirer must give ASB evidence of this insurance on request and before the Equipment is released. ASB may refuse to release the Equipment until it is received.

8.4 If the Hirer does not hold suitable insurance, the Hirer remains fully responsible for any loss or damage.

9. Loss and Damage

9.1 Where the Hirer is responsible for the Equipment under these terms, the Hirer must pay for any loss, theft or damage, whatever the cause, other than fair wear and tear.

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9.2 For damaged Equipment, the Hirer will pay the cost of repair. If the Equipment cannot be economically repaired, or is lost or stolen, the Hirer will pay its full replacement cost at current prices.

9.3 The Hirer will also pay hire charges at the daily rate in the Quote until the Equipment is repaired or replaced, and any charges made to ASB by its supplier as a result of the loss or damage.

9.4 Loss or theft must be reported to ASB immediately, and theft must also be reported to the police, with a crime reference number given to ASB.

10. Cancellation

10.1 If the Hirer cancels a confirmed booking, the following charges apply, as a percentage of the total hire charge:

(a) more than 28 days before the start of the Hire Period: 25%;

(b) between 14 and 28 days before: 50%;

(c) less than 14 days before: 100%.

10.2 In addition, the Hirer must pay any costs ASB has already incurred that cannot be recovered, including cancellation charges from ASB's own suppliers, carriage booked, and non-refundable travel or accommodation.

10.3 Cancellation must be made in writing. Any deposit paid will be set against these charges.

11. Liability

11.1 ASB will supply Equipment that is in good working order at the start of the Hire Period. If Equipment fails through no fault of the Hirer, ASB will repair or replace it as soon as reasonably possible. If ASB cannot, its only liability is to refund the hire charge for the affected Equipment for the time it could not be used.

11.2 ASB is not liable for any loss of profit, revenue, business or goodwill, for the cost of cancelled or postponed events, or for any indirect or consequential loss.

11.3 ASB's total liability for any hire is limited to the total hire charges paid for that hire.

11.4 Nothing in these terms limits ASB's liability for death or personal injury caused by its negligence, for fraud, or for anything else that cannot be limited by law.

11.5 The Hirer will indemnify ASB against any claim by a third party arising from the Hirer's use of the Equipment during Dry Hire, or from the Hirer's breach of these terms.

12. Events Beyond Our Control

12.1 ASB is not liable for any delay or failure to perform caused by events beyond its reasonable control, including extreme weather, fire, flood, strikes, transport or border disruption, failure of a supplier or carrier, venue closure, illness, or government action.

12.2 If such an event stops ASB supplying the Equipment, ASB will tell the Hirer as soon as possible and refund any hire charges paid for Equipment not supplied, less costs already incurred.

13. Ending the Hire Early

13.1 ASB may end the hire immediately, and recover the Equipment, if the Hirer fails to pay, breaks these terms, uses the Equipment unsafely, or becomes insolvent. The Hirer must pay all charges due up to that point and the reasonable costs of recovery.

14. General

14.1 Any change to these terms or to a Quote must be agreed in writing by ASB.

14.2 If any part of these terms is found to be unenforceable, the rest remains in force.

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14.3 If ASB does not enforce any of these terms at any time, it does not lose the right to do so later.

14.4 These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Contact

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