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## Terms & Conditions of Hire

### The Hirer

The hirer is strongly advised to take out his/her own insurance. Hirers must take out their own insurance to cover the terms of hire, if the use of hire does not meet Mustang Productions Terms & Conditions of Hire. This will include use of hire equipment outside the EU and for specialist use that is not covered by the Mustang Productions insurance cover policy. The hirer is always responsible for the first £500 of any insurance claim and may be liable to pay all costs of repair or replacement. The hirer is always responsible for the entire cost of repair or replacement of equipment taken outside the EU. Equipment will only be hired out to individuals holding a current Mustang Productions membership card. Accordingly, the member is considered to be the hirer and is responsible for ensuring that the conditions of hire are adhered to. The hirer cannot authorise another party to enter into the hiring contract on their behalf.

### Collection/Delivery of Equipment

All equipment must be collected at Mustang Productions premises and checked by Mustang Productions staff, in the presence of the hirer. The hirer will sign a Terms & Conditions of hire form, to say the hire equipment is in satisfactory working condition at collection.

The hire equipment will be checked by Mustang Productions when the hirer returns the hire equipment back to Mustang Productions.

By written/email request before the hire period, the equipment can be delivered and collected on behalf of the hirer by Mustang Productions, however, Mustang Productions will charge the hirer for all the expenses incurred, for delivery and collection. These fees are including but not limited to the London Congestion Charge, parking permits and tickets and parking fines incurred if the hirer does not provide adequate legal parking for Mustang Production's vehicles. Delivery and collection is not available in all areas.

Equipment must be returned at the end of the pre agreed hire period and the hirer will be liable for any extra fees if the equipment is not returned by the specified time. Hiring commences on collection and ends when the equipment is returned to Mustang Productions. Mustang Productions will check the equipment and inform the hirer within twenty four hours of any loss or damage. Any costs incurred by Mustang Productions in respect of replacement or repair, or if equipment is lost or damaged during the hire period must be met by the hirer. Mustang Productions is authorised by this contract to contact the hirer at the hirer's normal premises during normal working hours in trying to recover equipment not returned at the end of the hire period.

### Cancellation of Hire

Without prejudice to any other right or remedy to the company in the event of cancellation of any order by the hirer the company reserves the right to make a cancellation charge as follows:

For a confirmed booking a 50% cancellation charge of total hire will be levied if more than 7 days notice is provided prior to the date of hire. Should a cancellation request be within 7 days of a confirmed booking then 100% of the hire fee will be applicable and charged by Mustang Productions.

### The Equipment

All equipment hired remains, at all times, the property of Mustang Productions. The hirer must not hire or assign to another party, any equipment hired under this contract. The equipment shall be deemed to be in good repair and condition and to the hirer's satisfaction unless the hirer gives notice otherwise to Mustang Productions at the point of collection. The hirer is required to ensure that the equipment is not vulnerable to theft or damage. The equipment shall be at the risk of the hirer as to all loss and damage whatsoever during the hire period. The hirer will be responsible for paying the first £500 towards the costs of replacement or repair to any of the equipment which is damaged, lost or stolen whilst in the hirer's care except where this is due to negligence on the part of the hirer in which case the hirer will be responsible for meeting the full cost of replacement or repair to the equipment.

### Damage to the Hirer's Property

Mustang Productions equipment is used at the hirer's own risk. Accordingly Mustang Productions cannot be held responsible for any damages, including damages to mechanical, software and/or electrical or loss of material and/or performance which result from mechanical, electrical and/or software failure.

### Price Match

Mustang Productions will make every effort to provide the most competitive pricing on a hirer's order. Should exactly the same equipment and extras be available to hire from a registered UK company for the exact dates and times that a valid quote has been provided for then a price match will be offered at the discretion of a director of Mustang Productions.

### Payment

The hirer is required to pay the full cost prior to use of the equipment. Account holders are required to pay within 30 days of invoice. Mustang Productions will not enter into contracts for the hire of equipment or services if the member or organisation has outstanding debts with Mustang Productions.

All clients will be charged for any expenses incurred by Mustang Productions in respect of any debt collection. All outstanding debts will incur interest' charged at 2% per month thereafter. Minimum charge of £10.00

### Penalties

Any hirer who contravenes this contract in any way may, at the discretion of Mustang Productions management may be excluded from entering into future contracts for the hire of equipment and services.