

1 Interpretations and Definitions

1.1 These "Conditions" means the conditions of provision of Equipment and/or services herein attached. The heading of these Terms and Conditions of Business are for convenience only and shall not affect their interpretation.

1.2 The "Supplier" means 'Aurora' trading under Aurora Lighting Hire Ltd / Aurora Lighting Associates Ltd

1.3 The "Customer" means the person, firm, corporate or public body who has engaged the services of the Supplier. Any person purporting to act on behalf of the Customer must be fully authorised by the Customer and shall be bound by the contract.

1.4 "Equipment" means the Equipment specified for hire or sale in the Quotation together with any accessories and flight cases specified and any part or parts of the same

1.5 "Services" means any crewing, design or any Service otherwise provided by the Supplier as specified in the Quotation.

1.6 "Quotation" means the Suppliers written or verbal Quotation; which can be accepted by the Customer either verbally or in writing

1.7 "Order" means a Quotation that has been accepted by the Customer either verbally or in writing

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

1.9 The "Agreement" means the agreement between the Supplier and the Customer for the provision of Equipment and/or services. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.

2 The Agreement is subject to these Conditions which supersede all previous communication, representations and agreements whether written or verbal and no additions or alteration to these Conditions shall be binding on the Supplier unless agreed to in writing and signed by a duly authorised officer or employee of the Supplier. Any terms or conditions proposed by the Customer shall only apply if the same have been agreed by or on behalf of the Supplier in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions, the latter shall prevail.

Conditions as to hire of Equipment and Services supplied

3 Quotations and Orders

3.1 Quotations issued by the Supplier are valid and open to acceptance within 30 days from the issue date unless stated otherwise in the Quotation.

3.2 Customers can accept Quotations either verbally or in writing, upon which an Order confirmation will be sent to the Customer along with a copy of these Conditions.

Unless notified otherwise the Supplier shall deem the Customer to have accepted the Conditions along with the Quotation which shall commit a binding contract between the parties.

4 Charges

4.1 Charges are payable for the duration of the hire as detailed in the Order confirmation

4.2 Additional charges accrue at the full list price together with any consequential loss in the event of the breach of these conditions, or the Equipment not being available for use by the Supplier or other customers.

4.3 Equipment must be returned by 12:00 midday on the date specified in the Order, unless otherwise agreed in advance.

4.4 All Equipment must be returned in a clean and fully working condition. All cables must also be returned coiled and taped in the same clean condition as that in which they were dispatched, failing which a supplementary charge of £25.00 Ex. VAT per hour will be made to rectify any issues.

4.5 All lanterns are supplied fitted with working lamps and a quantity of spare lamps. These spare lamps and any lamps that the Customer changes must be returned to the Supplier with

the Equipment hired. Failing which the list price for each lamp will be charged for any not returned.

4.6 All charges and prices quoted should be assumed to be Ex VAT at the current rate unless otherwise stated.

4.7 All charges are payable on demand

5 Confirmation of Identity

5.1 Where account facilities have not been granted to the Customer, two forms of ID will be required at least one being a photo ID. Also a recent utility bill will be required to confirm the name and address provided on the photo ID. These forms of ID must be original documents and not photocopies. Forms of ID accepted are: Driving licence (accompanied with counterpart), bank statements or utility bills (dated within 3 months). Passports will only be accepted as an additional check as they don't carry an address. Photocopies of the ID provided will be held by the Supplier for the duration of the hire.

6 Payment

6.1 Where account facilities have been granted to the Customer in writing, all hire fees and charges must be paid within 30 days of the invoice issue date unless agreed beforehand with the Supplier.

6.2 Where no account facilities have been granted to the Customer payment for all hire fees and charges must be received in full, in advance of, or at the time of collection.

7 The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or their agent and ends when the Customer is in possession of the Supplier unqualified receipt for the return of Equipment.

7.2 The Customer shall not at any time sell, dispose or otherwise part with control of the Equipment to any third party or attempt to do so.

7.3 The Customer shall be responsible for ensuring that any Equipment is suitable for their purposes and compatible with any other Equipment required.

7.4 The Customer shall ensure that the Equipment is assembled, disassembled and operated by persons having the necessary qualifications and experience and in such a way as to avoid damage to the Equipment or other property or personal injury.

7.5 The Customer will at all times fully indemnify the Supplier 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.

7.6 To furnish the Supplier with all necessary information, to include, but not limited to, confidential information, that we may reasonably require for the administration and/or safety of our employees, agents or sub-contractors, and fulfilment of our obligations under these Conditions and furthermore that the supply of such information shall not be unreasonably withheld.

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

8 Insurance

8.1 The customer agrees to pay the Supplier the full list price (or in the case of items not normally sold, the full replacement cost) of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear tear or age).

8.2 The Customer shall insure the goods against and on the basis of the above liability.

8.3 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 the Supplier on demand to the extent that any such payment is due under this clause.

8.4 The Customer shall not compromise or settle any claim

without the express consent of the Supplier.

8.5 In the case of Equipment which is lost, stolen or damaged beyond economic repair the Customer shall pay a charge at the full list price together with interest and any consequential loss until the Equipment is replaced.

9 Electrical Equipment

9.1 All items in the Suppliers hire stock carries a valid Portable Appliance Test (PAT) certificate, although items may not have a PAT sticker they are recorded in our database. The Customer can ask for a copy of these certificates for the items hired, provided at least 24 hours notice is given to the Supplier before the hire commences, this may be subject to an additional charge.

9.2 All items are visually checked before each hire. However, this does not eliminate the need for a visual check by the Customer before each use of the Equipment. It is the Customers responsibility to ensure that Equipment is safe before each use.

9.3 Any electrical Equipment must be used with plugs and/or sockets as fitted.

9.4 The Customer must not at any time whatsoever remove any plug, socket, connector, coupler or device from any cable without written authorisation from the Supplier. Any plug, socket, connector, coupler or device found to be missing, damaged or incorrectly refitted will be replaced by the Supplier at a rate of £25.00 Ex VAT per hour, with all costs at the expense of the Customer.

9.5 No cable shall be deliberately cut for any reason or purpose whatsoever. Tails can be supplied to enable temporary connections on request.

9.6 The Customer will be responsible for any damage caused to any plug, socket, coupler, connector, cable, device or Equipment caused by connection to an unsuitable power supply, misconnection to any power supply or overloading. The Supplier will not be responsible for any damage caused to the Equipment, power distribution system, generators or other items of Equipment caused by the neglect or inexperience of the Customer.

10 Equipment Maintenance, Breakdown and Reporting Procedures

10.1 The Customer shall ensure that the Equipment remains serviceable and clean during the hire period

10.2 Any breakdown or unsatisfactory working of Equipment shall be immediately notified to the Supplier

10.3 The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from the Supplier

10.4 If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the customer shall notify the Supplier immediately

10.5 Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of the Supplier.

11 Termination of Hire

11.1 The Supplier 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 proceeding is commenced in which the Customer's solvency is in the reasonable view of the Supplier, in doubt. Such termination shall not affect the right of the Supplier to recover from the Customer any monies due under this contract, interest consequential loss or damages for breach.

11.2 The Customer hereby authorises the Supplier to enter upon any property upon which the Supplier reasonably believe any Equipment to be and the Supplier in their absolute discretion may recover and remove the Equipment.

11.3 The Customer hereby authorises the Supplier (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the hire contract) to

deduct any sums properly due to the Supplier arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of the Supplier.

12 Cancellation

12.1 In the event of a cancellation of an order by the Customer the Supplier reserves the right to make a cancellation charge as follows:

12.1.1 After having formally confirmed the event (i.e. Production Contract form has been signed and returned, or you have supplied us with an official Purchase Order or any other form of written confirmation) then the amount of 20% of the full fee shall become due and payable immediately, (less any deposit already paid by the Customer) subject to Clause 6 herein.

12.1.2 Within 14 days of the date of the event, 50% of the full fee for the event shall become due and payable (less any deposit already paid by the Customer) subject to Clause 6 herein.

12.1.3 Within 7 days of the date of the event, 100% of the full fee for the event shall become due and payable (less any deposit already paid by the Customer) subject to Clause 6 herein.

Conditions as to Sales

13 Risk in Title

13.1 The risk in the Equipment shall pass to the Customer immediately on delivery to the Customer at the address shown for delivery on the Order confirmation, or if the Customer collects, upon collection.

13.2 Property and title in the Equipment shall remain vested in the Supplier and the Supplier reserves the right to dispose of the Equipment until such time as the price shall have been paid in full.

13.3 If any part of the payment is overdue or if the Customer is in breach of any of these terms or if the Customer or any third party shall take any steps or any act or proceeding in which in the reasonable view of the Supplier the Customer's solvency is in doubt the Supplier (without prejudice to any of the Companies other rights) recover or resell the Equipment and may enter upon the Customer's or any third parties property for that purpose.

14 Receipt

14.1 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 the Companies carrier

14.2 Any shortage of or unsatisfactory Equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the customer shall give written confirmation to the Supplier within 48 hours of delivery

14.3 No claim in respect of shortage of or unsatisfactory condition of the Equipment shall be entertained by the Supplier unless condition 14.2 is observed.

14.4 This condition does not affect the statutory rights of the Customer

15 Price

15.1 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

15.2 The prices stated are for guidance purposes only. The Customer agrees to pay for labour and material prices in the Suppliers final invoice, even if this price is higher than initially estimated.

16 Warranties

16.1 All products supplied by the Supplier carry a 12 month guarantee against faulty parts or workmanship, save as to second hand goods which carry a warranty of 1 month only. We

reserve the right to make repair, replacement, or give credit to value of purchase price, at our option.

17 Specifications and Suitability of Products

17.1 The Supplier endeavours to provide correct specifications in relation to all goods at the time of Quotation or going to press. The Customer acknowledges that all products and product ranges are subject to manufacturer's policies of "continuous improvement", and further you agree that it is reasonable for the Supplier to alter such specification without notice.

17.2 The Customer understands that the Suppliers products are generally unsuitable for domestic applications and you warrant that, before purchase, you have checked and are satisfied with the suitability of the good(s) intended to be used.

General Conditions

18 Payment and Interest

18.1 Where payments are not made on the due date the Supplier understands and will exercise their statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

18.2 The payment of such interest shall be without prejudice to any other rights or remedies of the Supplier.

18.3 Any legal or other charges incurred in the recovery of monies due or Equipment shall be paid by the customer

18.4 Notwithstanding any provision in these terms of business to the contrary the customer shall if required by the Supplier pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order.

19 Delivery, Carriage and Site Access.

19.1 All times quoted or stated for delivery are to be treated as estimates only unless specifically agreed in writing beforehand.

19.2 Hire charges or sale prices do not include carriage unless specifically stated. Any expenses incurred by the Supplier in delivery or recovering Equipment or attempting the same are to be paid by the Customer.

19.3 The Customer is responsible for providing access to and from the site at which the Equipment is to be used. The Supplier will on demand supply all such technical information to enable the Customer to provide or obtain such access and egress routes of suitable dimensions and load bearing capacity.

19.4 The Company reserves the right not to attempt to traverse terrain, which in the opinion of the Suppliers Crew Chief on site is not safe, or may lead to unacceptable damage to the Equipment or vehicles. Should the Equipment fail to gain access due to adverse site conditions, this is the responsibility of the Customer and contract monies due are deemed payable as per clause 6.

19.5 The Customer is responsible for ensuring the site is fully prepared, suitable and safe for the supply of the Services.

20 Liability

20.1 The Supplier's liability for any defect in any Equipment shall be limited to and in no case exceed:

a) in the case of sales, any manufacturer's warranty sold with the Equipment.

b) the total hire cost of the Equipment hired from the Supplier.

20.2 Nothing in these Conditions shall make the Supplier liable for any consequential losses to the Customer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability or incompatibility of the Equipment or any part thereof or any breakdown or stoppage of the same.

20.3 The Supplier will not be responsible for any non-fulfilment of contract by either Management or Artist, or for any goods or services booked from a third party, but every reasonable safeguard is assured.

21 Injury to Persons and Damage to Property

21.1 Subject to clause 20 above the Supplier 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 the Supplier.

22 Force Majeure

22.1 Although the Supplier shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control including but not limited to acts of nature, acts of God, acts of Government, war, terrorism, sabotage, riot, power outage, explosion, storm, flood, disease, or other natural disaster, industrial and labour disputes of any kind and delays in transport imposed.

23 Rights Reserved

23.1 Any failure by the Supplier to enforce any or all of these conditions shall not be constructed as a waiver of any of the Supplier's rights hereunder.

23.2 The Supplier reserves the right to subcontract all or any part of the Customer's order and to assign or otherwise deal in anyway whatsoever with the Supplier's interest in the Equipment and in the Agreement.

23.3 If any provision of the contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the contract and the remainder of such provision shall not be affected.

24 Copyright and Data

24.1 The Supplier notifies the Customer that playing or showing copyright material in circumstances where the Customer or anyone authorised by them does not hold the appropriate licence(s) of the copyright holder he/she will infringe copyright and may become liable in damages for so doing.

24.2 The customer by accepting delivery of sound or visual reproduction Equipment warrants that he/she has or will obtain the appropriate licence(s) including, but not limited to; public performance licences, royalties payable and radio communications licences including the Wireless Telegraphy Act 2006.

24.3 The Customer is advised not to use any original materials on in or in connection with the use of the Equipment and the Supplier cannot accept any responsibility in connection with any loss or damage to or in respect of the same.

24.4 The Supplier reserves the right to use photographic Equipment at events where it supplies Equipment and Services for the purposes of obtaining photographs, which may be used by the Supplier for advertising and marketing purposes in connection with the Equipment. The Supplier will restrict its usage of such photographic Equipment prior to the event start date, and in writing, with any legal documentation or artist contractual clauses that detail the prohibition of such Equipment.

24.5 All designs, concepts, plans, paperwork and photographs remain the property of the Supplier and are protected by EU copyright law and must not be used without the Suppliers express permission. Credits

25 Credits

25.1 If credits or acknowledgments are being made to the suppliers of the equipment in the end credit of a production for which Aurora equipment is being used and/or which company personnel are being engaged then the credits should display text as follows "Lighting facilities by AURORA".