

Demonstration Room Hire

Terms & Conditions

I: Definitions

'RML' means Richard Martin Lighting

'The Customer' any person or firm or company dealing with RML or any servant or employee of such a person, firm or company.

'Services' shall include all studio/demonstration space and related facilities, equipment, consumables and the services of drivers and assistants and other personnel of RML or its sub-contractors of the company.

'Equipment' all fixtures, lighting and any other equipment and materials supplied by RML or its subcontractors.

'Demonstration Room' the premises of RML for the time being where the services and equipment are provided.

'Hire Period' the period of time of hire of the Demonstration Room and related facilities and equipment which has been ordered by the Customer from RML on the booking confirmation.

II: General

- i) RML will insure the Demonstration Room and the Equipment against all normal insurable risks but not further or otherwise. The Customer must affect its own insurance cover against consequential loss of profit and other Risks and must affect its own cover against loss damage or theft of any of its own equipment brought onto the premises. Under no circumstances will RML entertain any claims arising out of any failure of the Customer to affect its own insurance cover. The Hirer must indicate in the Tick Box on the Booking form that they have adequate insurance as mentioned above.
- ii) These conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of RML.
- iii) Full details and charges of the RML Services will be set out in the quote provided once each Hire has been assessed and confirmation of Services and Equipment has been agreed with the Hirer.
- iv) Nothing in these Conditions is intended to exclude restrict or modify liability on the part of RML resulting from negligence or otherwise unless permitted by Statute.
- v) The Customer must have carried out relevant Risk Assessments relating to the activities being carried out in the Demonstration Room, therefore ticking the box on the booking form confirms that you have and are adhering to the Risk Assessment generated by the Customer.

III: Demonstration Room Hire

- i) The Demonstration Room may be provisionally booked by telephone and the booking will need to be confirmed within 48 hours. The Customer will be further required to sign a Confirmation of Booking which is binding to these conditions.
- ii) Once the booking has been confirmed the Customer will be asked for a non-refundable deposit, which will be percentage of the total price of hire.
- iii) The Customer's order for the purchase of Services shall only be accepted when the Customer's deposit payment has been made to RML in cleared funds.
- iv) In the event of a cancellation by the Customer, the deposit paid in accordance with Condition III: iii) above shall not be refunded.
- v) Bookings may only be extended with prior consent of RML.
- vi) The Customer must observe all regulations governing the use of the Demonstration Room and of any Equipment and Services whether imposed by RML or by any statutory body or Local Authority.
- vii) The Demonstration Room is available for the exclusive use during the Hire Period of the Customer named on the booking form and the Customer is not permitted to sub-contract sub-let or otherwise permit any third party to utilise the Demonstration Room without the written consent of RML.
- viii) During the Hire Period the Customer and their servants and agents shall abide by the following rules relating to the hire of the Demonstration Room:

- i) Nothing shall be done or permitted on the premises or adjacent to them which may cause nuisance, damage or disturbance to the owners or occupiers of adjacent premises.
- ii) No smoking is allowed on any part of the Demonstration Room
- iii) Noise shall be kept to a reasonable level and the Customer and their agents and servants shall respond to any request by RML staff to reduce the noise level if necessary.
- iv) The Customer and their servants and agents shall take all reasonable steps to ensure that the Demonstration Room and Equipment are not damaged, removed or altered in any way.
- v) The Customer is responsible for ensuring that the security and fire alarm systems are not tampered with or activated except in instances believed to be a genuine emergency.
- vi) The Customer shall abide by all relevant statutory Health and Safety Procedures and any Health and Safety Procedures which are displayed at the Studios.
- vii) Parking of Customer's vehicles shall only be permitted in RML's designated parking spaces for the Hire Period.
- viii) The Customer may not remove Equipment from the Demonstration Room or modify or tamper with Equipment or use the Equipment in a way not recommended by the manufacturer or allow the Equipment to be used by any untrained personnel or part with, sell, pledge, encumber or allow any lien to be created on the Equipment without the prior written approval of RML.
- ix) Any materials used in connection with sets constructed by the Customer shall be removed immediately from the Demonstration Room by the end of the Hire Period.
- x) The Demonstration Room shall be immediately surrendered to RML at the end of the Hire Period in the same condition as they were at the beginning of that period.
- xi) The Customer shall be responsible for removing all rubbish from the Demonstration Room by the end of the Hire Period.
- xii) The Customer and any of its servants or agents shall not become intoxicated or behave in such a manner which would result in them being unable to safely occupy the Demonstration Room or operate any Equipment.
- xiii) The Customer shall be responsible for the well-being of any children who they bring to the Demonstration Room. and any child under 18 years of age shall be accompanied by their parent or guardian whilst on those premises.
- xiv) The Customer shall ensure that neither they nor their servants or agents shall perform any illegal acts or create anything which is illegal or which infringes any applicable laws or third party rights (including intellectual property rights) or do or create anything which could be construed as illegal, immoral, indecent, pornographic or offensive whilst on the Demonstration Room.

IV: Fees and Charges

- i) The fees for Services and Consumables shall be paid by the Customer to RML immediately on receipt of the final invoice.
- ii) The deposit paid in accordance with Condition III: iii) above shall be deducted from the fees payable by the Customer.
- iii) Any Overdue accounts will accrue interest from the end of the Hire period at the rate of 4% above the base rate of HSBC Bank plc and RML may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- iv) The Hire Period commences when the Demonstration Room and/or Equipment are made available to the Customer and terminates when the Studio and /or Equipment is surrendered or returned to RML
- v) Any additional Services, Equipment and Consumables which have been used by the Customer or their servants and agents shall be billed to and paid by the Customer at the end of the Hire Period.
- vi) Where RML is required to place a security deposit with any third party for hire of any item of equipment for the Customer that Customer shall pay such deposit to RML when the booking is made

- vii) RML shall have a general lien on any film, tape or other equipment or property in the possession of RML or in the Demonstration Room for the payment of any monies due to RML from the Customer.
- viii) At the end of the Hire Period the Customer will be charged an additional sum by RML for restoration of the Demonstration Room or repair or replacement of Equipment if the Demonstration Room or any item of Equipment has been delivered or returned to RML in a damaged or unusable condition.

V: Hire of Equipment and Services

- i) All Equipment and services are supplied by RML entirely at the risk of the Customer. RML shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it, however caused, including consequential loss and loss of profit.
- ii) All Equipment supplied to the Customer is in good condition. The Customer must notify RML at the time of supply if the condition of the Equipment is not acceptable.
- iii) In no circumstances shall RML be liable for any transport cost or for any loss or damage including consequential loss or damage, however caused, arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.
- iv) The Customer may not: (1) Remove the equipment from the Studio premises; nor (2) modify or alter or tamper with the Equipment in any way; nor (3) use the Equipment in a manner not recommended by the Manufacturer; nor (4) allow or suffer the Equipment to be used by untrained or unauthorised personnel; nor (5) part with possession, sell, pledge, encumber or suffer any lien to be created on the Equipment.
- v) Where at the request of the Customer RML supplies to the Customer the services of a driver, assistant, sub-contractor, free-lance or other person, such person shall be deemed to be the servant of the customer and the said services shall be deemed to be rendered by the Customer and RML shall not be liable for loss or damage of any kind however caused.
- vi) RML shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of RML or any other person whose services are supplied to the customer.
- vii) The hire period for services or Equipment cannot be extended otherwise than with the consent of RML.
- viii) Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate RML for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

VI: Force Majeure

RML shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of RML or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

VII: Indemnity

The Customer shall at all times keep RML indemnified against all proceedings, costs, charges, claims and expenses and demands which may be brought against RML or the servants or agents of RML by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with the use of the Demonstration, Equipment, Consumables or other Services supplied by RML.

VIII: Termination

- i) RML may immediately terminate the Contract with the Customer and the Customer and their servants and agents shall immediately leave the Demonstration Room upon the happening or on RML becoming aware of any of the following events:
 - (a) the Customer fails to pay any of the monies due to RML or dishonours any cheque paid to them;
 - (b) the Customer becomes insolvent, has a receiver or manager appointed, commits an

act of bankruptcy or commences to be wound up(c) the Customer or their servants or agents causes a breach of any of these Conditions

- ii) Any termination of the Contract shall be without prejudice to any rights accrued to RML against the Customer prior to termination

IX: Applicable Law

- i) The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- ii) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

Signed on behalf of the Hirer

Print Name

Date

A large, stylized logo consisting of a thick, curved line that forms a shape resembling a '2' or a '7'. The line has a multi-colored gradient, starting with yellow at the bottom, transitioning through green, cyan, and blue, and ending with pink at the top. The text 'Richard Martin' is written in a grey, sans-serif font above the word 'LIGHTING', which is written in a larger, bold, grey, sans-serif font. The logo is positioned in the center of the page, overlapping the signature lines.

Richard Martin
LIGHTING

RICHARD MARTIN LIGHTING

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