

Service Hire Terms & Conditions – Ewan MacQuire-Plows

Date Effective: 21/10/2024

- 1. Definitions and General** – **1.1** The hirer refers to the person, firm, company or authority the service is being supplied to
1.2 The Owner refers to myself, Ewan MacQuire-Plows
1.3 Equipment means all items that are supplied by the Owner, save for the following consumables (Tape, zip ties, cable ties)
1.4 Consequential Losses is any loss which may arise from the specific context of the case and are not direct losses caused through an incident.
1.5 No variation of these terms and conditions will be effective unless agreed in writing between the hirer and Owner.
- 2. Mic Drops** – A Mic drop fee is enforced from the time the Owner arrives to set up for the event until the get out from the event has been completed. This policy states that the hirer must pay a full replacement cost for a microphone if it is dropped intentionally by the hirer or part of their party, regardless of the condition of the microphone post-drop. Whether a drop counts as a mic drop charge is at the Owners discretion
- 3. Pricing** – The hire rates to apply as per the latest quote given.
- 4. Damage** – Any and all damages or breakages that occur through direct fault of the hirer or their party are the responsibility of the hirer. Replacements and repairs will be charged for. Consequential losses to the Owner will not be charged. The fault of any damages caused, are down to the Owner's discretion and shall be a reasonable determination based off the context of the situation.
- 5. Cancellation** – Should the event need to be cancelled, the current and up to date cancellation policy will be charged to the hirer. This policy will be supplied alongside these terms and conditions. If that is not the case, then the cancellation policy will not apply to the hirers event.
- 6. Payment Terms** – The amount stated on the quote and any additional charges of damage, cancellation or mic drops will be invoiced to the hirer up to 10 working days after the service is complete or the Owner is notified of the cancellation. The hirer has 28 days to pay the invoice to the details listed on the invoice, this is reflected on the due date of the invoice. The Owner will send payment reminders to the hirer 1 week and 1 day before the invoice is due if the balance is still outstanding at that point. Should the invoice become overdue we will exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs (charge of £40) under the Late Payment legislation, because we were not paid according to our agreed credit terms.
- 7. Invalidation** - Should any of the terms and conditions in this document be held to be invalid, the validity of the remaining terms will not be affected.