

Terms and Conditions

These terms & conditions are effective as of 1st May 2023 and supersede any previous terms & conditions.

DEFINITIONS

“The Company” shall mean Red Green Go Ltd.

“the equipment” shall mean any items hired or sold by Red Green Go Ltd.

“the customer” shall mean the person, company or client hiring or purchasing the equipment or any such person acting on their behalf.

“the goods” shall mean any goods &/or materials which The Company is to supply to the customer.

“Consequential loss” shall mean loss of profits, contracts or other consequential loss or damage whatsoever.

“Contract” and “Hire Contract” shall mean the contract between The Company and the customer for the hire and/or sale of goods and/or services to the customer, comprising of these terms and conditions, special conditions and any other documentation referred to in The Company quotation.

“in writing” also relates to official company email & electronic communication including URL Acceptance links with quotations.

TERMS & CONDITIONS OF PRODUCTION, HIRE & SALES

All quotes are open for acceptance for a period of 30 days from the date of issue.

Orders issued by the customer shall only bind The Company and the customer when confirmed in writing by The Company.

Where account facilities have been granted to the customer in writing, all hire fees and charges must be paid within 14 days of the invoice issue date.

Where no account facilities have been granted to the customer in writing, each payment must be made by the required payment date as specified within The Company quotation and/or company order confirmation.

Should The Company quotation and order confirmation not specify any payment date(s) then by default:

- a) For all Dry Hires: A 25% booking deposit must be received when the customer is placing their order. The remaining balance due must be received in full, in advance of, or at the time of collection.
- b) For Assisted Dry Hires, Productions and Events: A 25% booking deposit must be received when the customer is placing their order. The remaining balance due must then be settled in full and no later than 14 days prior to the quoted delivery date.

See section on additional charges for conditions for returning deposits & cancellation charges. Any deposit returned will be less company costs already incurred against a project or hire at a rate of £20 per hour for labour and material costs plus 20%. For example, but not limited to, any previsualisation, programming, risk assessments, meetings & pre-event planning already completed.

Debit / Credit Card, PayPal & cheque payments are accepted subject to an admin surcharge which will be confirmed before payment is received. Payment via these methods must be in enough time for the balance to clear prior to the event or hire commencing.

The customer is fully responsible for ensuring goods are suitable and compatible for their purposes

FORCE MAJEURE

Although The Company 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.

All times quoted or stated for delivery are approximate only.

The Company reserves the right to use photographic equipment at events where it supplies equipment and/or services for the purposes of obtaining photographs and video footage of The Company equipment and/or crew in use/work, which may be used on The Company website and/or for advertising and marketing purposes. The Company will restrict its usage of such photographic equipment when provided prior to the event start date, and in writing, with any legal documentation or artist contractual clauses that detail the prohibition of such equipment.

TERMS OF HIRE & PRODUCTION

Hire charges are charged at the quoted rate whether or not the equipment is in use. Equipment will be charged for whilst "on hire" and will not be considered "off hire" until it is returned to our premises and booked in or collected by one of our operatives. Late returns will be charged at the full daily hire rate until the equipment is off hired together with all consequential losses in the event of a breach of these conditions or the equipment not being made available for use by other customers.

Dry Hired equipment is NOT INSURED by Customers are required to insure the hired equipment against loss, fire, damage, and third-party claims. The Customer is held to be fully responsible for the equipment whilst it is off our premises. This includes in transport for or on behalf of the customer.

All equipment will have been deemed to be accepted in a good working condition unless notified within 24 hours of collection or delivery to the customers address or venue. The Company shall not be held responsible for any damage or financial loss to the customer arising from the supply of defective equipment. Should a fault become apparent please notify us straight away. Any claims for non-working equipment reported after the customer's event or on return of equipment will not be excepted and the customer will be charged in full.

We accept no responsibility for damage or injury caused by the misuse of hired equipment. Customers should not attempt to service any equipment except for the changing of gels, lamps, and general consumables. In the event of a fault occurring the customer should notify The Company immediately. If spare units are provided with a hire and these are used without notification, then we reserve the right to charge additional hire fees.

The Customer assumes responsibility for the replacement of lamps and consumables. Any faulty or broken lamps should be return to The Company, otherwise the customer will be charge for the full replacement cost of the lamps.

All electrical equipment should be used with the connectors supplied. Cabling and connectors must not be removed, changed, or tampered with in any way. Fines will be applied for misuse of equipment.

Every effort will be made to supply the equipment as ordered however we reserve the right to substitute hire items for equal alternative brands or designs.

In some instances, and for new customers & large orders we reserve the right to request payment prior to or on collection.

On termination of hire the customer hereby authorises The Company to enter upon any property upon which The Company reasonably believe any equipment to be and The Company in their absolute discretion may recover and remove the equipment.

TERMS & CONDITIONS OF SALE

Quotations issued by The Company are valid and open for acceptance within 30 days from the date of issue, unless stated otherwise in the quotation.

Title of goods does not transfer until full payment is received.

Any shortage 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 Company within 48 Hours of delivery.

No claim in respect of shortage of or unsatisfactory condition of the equipment shall be entertained by The Company unless condition above is observed.

If any part of the payment is overdue or the customer is in breach of any of these terms & conditions The Company reserves the right to recover and re-sell or dispose of the equipment as deemed necessary without prejudice.

The risk in the equipment shall pass to the customer immediately on delivery to the customer at the address shown for delivery or on collection.

Where no account facilities have been granted payment for goods will be with order or on delivery if previously agreed.

WARRANTY

The Company does not offer any warranty on any goods sold. The Customer should complete any manufacturer's warranty supplied with the goods. However, should any defects be discovered with New items within 12 months of their purchase The Company will endeavour to return the items to the Manufacture on behalf of the Customer.

ADDITIONAL CHARGES

Cables & equipment should be returned cleaned & individually taped & neatly coiled. A charge of £1.50 per item will be applied for all hire returns that do not meet this condition.

All cables supplied on cable drums must be returned coiled neatly on the supplied cable drum. Failing which, the replacement cost of the cable drum will be made to the customer together with the default re-coiling charge as detailed above

All trussing must be returned in individual sections with eggs or spigots bolted in one end of each section, (i.e. in the same condition as that in which received). Failing which, the customer shall be deemed to have accepted a charge of £25 exc. vat per hour or part thereof that is required to dismantle and sort the returned truss.

All soiled drapes or stage drapes that are not returned in the same clean condition as that in which they were received will incur a charge of £25 exc. vat per drape to the customer for the cleaning of any soiled drapes. If damaged and drapes require more than cleaning, then the customer will be charged the full replacement value.

Expenses for mileage to be charged at £1.00 per mile unless otherwise agreed. Consumables & general expenses for a production will be charged at cost plus 20%.

For shifts up to or longer than 8 Hours we expect clients to cover the cost of food & Per Diems (PD's). Shifts up to 8 Hours; 1 Meal. Shifts over 10 Hours a minimum of 2 meals are to be provided. We reserve the right to charge £30 per day per crew member PD's should this not be provided.

CANCELLATION POLICY

The customer agrees that in the case of their cancellation of any required equipment hire or services the customer will cancel in writing and reimburse The Company an amount or a percentage of the total confirmed order amount inclusive of vat as follows:

- A) For all Dry Hires only:
 - a. 31 calendar days or more prior to the confirmed collection date: No Charge
 - b. Between 30 and 15 calendar days prior to the confirmed collection date: £50
 - c. Between 14 and 8 calendar days prior to the confirmed collection date: 25%
 - d. Between 7 calendar days prior to the confirmed collection date and 48 hours prior 50%
 - e. Within 48 hours prior to the confirmed collection time: 100%
- B) For Assisted Dry Hires and All Other Events:
 - a. 31 calendar days or more prior to the confirmed delivery date: £50
 - b. Between 30 and 15 calendar days prior to the confirmed delivery date: 25%
 - c. Between 14 and 8 calendar days prior to the confirmed delivery date: 50%
 - d. Between 7 calendar days prior to the confirmed delivery date and 48 hours prior 75%
 - e. Within 48 hours prior to the confirmed delivery time: 100%

The customer agrees that in the instance where a percentage of the total hire fee is calculated to be less than £50, the customer will instead reimburse The Company the minimum cancellation fee of £50

Covid cancellation policy – Deposits for events are held in accordance with the above terms and conditions, however if the customer's event cannot occur due to government legal restrictions, then all deposits can be rolled over to a new date or refunded. If the customer chooses to cancel the event for reasons other than those legally forced to do so, then deposits will be deemed non-refundable.

Intellectual Property

Any and all intellectual property (including, but not limited to, designs, drawings, recordings, graphics, source code, CAD files, musical scores, scripts, reports and configuration files) remain the property of The Company.

If ownership of work done is to be transferred, the ownership remains the property of The Company until such time as terms for transfer of rights are agreed and payment is made in full.

Any use or modification of The Company's intellectual property is strictly prohibited unless permission is otherwise granted.

Unpaid Invoices

The Company reserves the right to remove any and all discounts applied to any invoice that remains unpaid after the invoice due date.

The Company understands and will exercise its statutory right to the following interest and compensation for debt recovery costs under the late payment legislation if not paid according to agreed credit terms. Any disputed items, including terms must notified in writing within 72 hours of receipt of invoice, beyond this the customer agree to pay this invoice in full within the stated terms.

Under the 2002 amendment of The Late Payment of Commercial Debt (Interest) Act (1988) The Company will charge the following fixed penalties and interest for each invoice that remain unpaid 30 days after the invoice date:

- A) For unpaid invoices of up to £1000 the penalty is £40
- B) For unpaid invoices between £1000.01 and £9,999.99 the penalty is £70
- C) For unpaid invoices of £10,000.00 and above the penalty is £100

For all unpaid invoices interest is payable at 8 per cent over Bank of England base rate. For more information on invoice payment please see www.payontime.co.uk

The liability of the customer in the event of loss or damage is absolute and the customer shall be liable to compensate The Company in full.

The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts. **Acceptance of our quotation will signify acceptance of these terms.**

The Director – Red Green Go Ltd 2023

