Terms & Conditions of Hire

These Terms & Conditions, together with the completed Booking Form, constitute a binding contract between the Hirer (as detailed overleaf) and Bare Wall Studios (hereafter referred to as BWS). No changes or alterations can be made unless agreed in writing by BWS. This contract supersedes any prior agreement or understanding, either oral or in writing.

1. The Hirer is the person named on the booking form, and he / she declares that he / she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. Persons entering into this agreement on behalf of another individual or on behalf of a company / organisation declare that they have full authority to do so.
2. By providing the information required on the booking form and paying the booking fee the Hirer is agreeing to our terms and conditions of hire.
3. A non‐refundable booking fee of 25% is payable upon booking equipment, but this is credited against the total cost of the rental. BWS reserve the right to withhold booking fees paid to them to secure a booking should the booking be cancelled
4. Unless specified, hire charges are based on a period of one day, or part thereof, irrespective of whether the equipment is in use or not.
5. Daily rentals run from morning on the day of hire until morning the following day, Monday to Sunday. In the case of a bank holiday, the rental period will be extended but still treated as a single weekend hire and charged at that rate.
6. Any equipment returned after the booked return date will be charged for at the agreed daily rate with a minimum of one extra day hire fee, regardless of the original hire period unless agreed prior to dispatch.
7. Upon rental the Hirer must provide current photo ID.
8. BWS require a security deposit from the Hirer as indicated on the booking form. Security deposits will be returned in full (assuming that the equipment is returned in the condition it was originally supplied) by the payment method originally provided. If payment is made by credit or debit card the requirement for a security deposit is waived but a pre‐authorisation of the card for the same amount is taken at rental.
9. Full payment of the balance of the rental (after deduction of the booking fee) and security deposit is due on collection or delivery when payment is made by cash, bank transfer or credit or debit card. However if payment is to be made by cheque, this must be received no later than 14 days in advance of rental date to allow for cheque clearance.
10. The Hirer undertakes to insure the equipment at full replacement  value, when away from the premises of BWS or will personally indemnify BWS for the full cost of repair or replacement of the equipment. A valuation is available on request.
11. All hired equipment remains the absolute property of BWS.
12. The Hirer undertakes to keep and return equipment in good order and condition. Any equipment returned in a dirty condition may incur a cleaning charge. This includes cables that have been taped  down being returned with tape attached or with residual adhesive.
13. BWS reserve the right to charge for repair or replacement of any equipment damaged, lost or stolen, howsoever arising, during the period of hire. The Hirer’s liability is for the full replacement value of the equipment, chargeable to their credit or debit card if paid by this  method.
14. Any equipment damaged, lost or stolen during the hire period will  remain on hire until all repairs are complete, or the equipment has been replaced by the hirer paying for the replacement of all lost or stolen equipment and the equipment is available for further hire.
15. Equipment will be deemed to be on hire until any invoice for repairs or replacements, relating to that equipment, have been paid in full.

16. All cables, clamps, brackets and spares must be returned for inspection, or they will be charged for.

17. The Hirer assumes for replacement of all lamps, including those which fail under normal working conditions but any dead lamps must be returned for inspection or they will be charged for. Spare lamps are supplied where necessary.

18. Whilst BWS will always endeavour to provide the ordered equipment, they reserve the right to provide substitute equipment. They also reserve the right to terminate this contract without liability if for any reason beyond their control they are unable to supply the equipment hired. In the unlikely event of not being able to fulfil the booking all monies paid by the Hirer to BWS will be refunded, but this will be the limit of their liability to the Hirer.

19. BWS will ensure their equipment has undergone all the necessary electrical safety tests and is regularly inspected for soundness. A PAT (Portable Appliance Test) certificate will be available for examination, upon request.

20. All equipment is tested before dispatch and on return. In the event that the hired equipment is faulty, BWS shall not be liable for any consequential losses or damages whether financial or otherwise arising there from. Should BWS not be able to fulfil the booking all monies paid will be refunded, but this will be the limit of their liability to the Hirer.

21. Equipment must not be modified in anyway. In particular cables must not be cut and the wiring of plugs and sockets must be returned as supplied.

22. Failure to return any cable coiled or taped may result in a charge.

23. Failure to return packing supplied may result in a charge.

25. The Hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws and regulations.

26. All equipment must be used for the purpose for which it was intended by the manufacturer.

27. The Hirer shall be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of equipment hired are complied with during the period of hire, and furthermore BWS in no way assumes responsibility for the non‐compliance with any such regulations.

28. BWS gives no warranty that goods supplied for hire are necessarily fit for the Hirer’s purpose or purposes. The Hirer warrants that he / she has satisfied him / herself that the goods will be fit for every purpose for which he / she requires them and that he / she does not rely on any skill or judgement of BWS in this regard.

29. All quotations made by BWS are without obligation and they reserve the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal.

30. BWS reserves the right to inspect all hired equipment at any time during the hire period.

32. The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with English Law.