

Estimate Terms & Conditions:

The estimate on the goods named, subject to the conditions noted below:

- A written purchase order, e-mail or letter is acceptable as confirmation of order.
- For additions to a contract after confirmation, we reserve the right to charge list prices for goods including delivery charges where applicable.
- For hire goods returned un-used, the customer may only request a discount/refund if goods are faulty, in which case we require written notification of the fault at the time of occurrence and prior to the return of goods.
- For works totalling over £1000 full payment or a deposit of 20% maybe requested in advance.
- The estimate will become invalid after the passing of the expiration date & a new estimate will need to be generated
- Any damaged hire equipment will be automatically charged at full list price for repair or replacement.

Cancellation Policy:

Cancellation policy prior to delivery; less than 14 days 50% payable. Within 3 days full payment will be required. Anything over 14 days no fee will be due.

Cancellations made on the same day – you are liable for 100% of the quoted amount.

Cancellations made within 7 days of the booking – the hirer is responsible for any costs Bravo Events are unable to reallocate, Such as hotels, travel, access equipment and labour.

General Terms & Conditions:

These Terms and Conditions shall apply to all contracts for the hire of the Equipment and or staffing by Bravo Events to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by Bravo Events in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing.

By issuing a purchase order or otherwise acknowledging a hire estimate issued by White Light the Hirer is agreeing to these Terms and Conditions as amended in accordance with these Conditions.

Any advice or recommendations given by Bravo Events its employees, contractors or agents to the Hirer or its employees or agents as to the storage, application, installation or use of the Equipment which is not confirmed in writing by Bravo Events is followed or acted upon entirely at the Hirer's own risk and, accordingly, Bravo Events shall not be liable for any such advice or recommendations which are not so confirmed or the actions of any third party in the storage, application, installation or use of the Equipment unless the Hirer has separately contracted for such services with Bravo Events directly.

In the event of and only to the extent of any conflict between these Terms and Conditions and the Hire Estimate then the conflict shall be resolved in accordance with the following order of priority namely the Hire Estimate (if issued) and these Conditions.



Orders:

Bravo Events shall only accept an order for hire of Equipment provided that it is in writing. Unless otherwise agreed, the written acceptance of the Hirer's order by an authorised employee of Bravo Events shall constitute the Contract of which these Conditions and Hire Estimate shall form a part. Any terms or conditions in the Hirer's order or any other documentation of whatsoever kind issued by the Hirer which are inconsistent with these Conditions or any other terms of the Contract shall have no effect whatsoever.

Hire Of Equipment:

- Bravo Events hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.
- Bravo Events reserves the right to supply equipment of a similar design to the Equipment.
- All descriptions and specifications, drawings and particulars of weights and dimensions issued by Bravo Events are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development, Bravo Events reserves the right to change specifications without notice.
 - The Hirer shall pay to Bravo Events any packing and delivery charges where appropriate.
- All sums due from the Hirer to Bravo Events hereunder shall be increased to include VAT at the current rate.

Charges run from day of dispatch until day of return (Unless otherwise agreed) and are based on a period of one week or part thereof irrespective of whether the goods are in use or not. A period of two days' grace is normally given on collection and deliveries (i.e. collection Friday: return Monday).

Payment Terms:

All prices quoted are exclusive of VAT which will be charged at the prevailing rate. The Hirer shall pay to Bravo Events either in advance, For works totalling over £1000 full payment or a deposit of 20% maybe requested in advance. The full or remaining amount will be invoiced after completion of the show, event or hire to be paid by within 30 days of receiving the invoice

Failure to do so after 30 days will result in a late payment fee, charged at 8% per month compound interest from the due date and another invoice issued weekly to include this.



Delivery & Collection:

Any dates and times quoted for delivery of the Equipment are approximate only and Bravo Events shall not be liable for any delay in delivery of the Equipment howsoever caused.

Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to Bravo Events and for all costs incurred in connection therewith, and any driver or operator supplied by Bravo Events shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

The Hirer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment has been lost, the Hirer shall notify Bravo Events and the carrier in writing within 3 days of the date of receipt. Damaged Equipment may be retained by the Hirer for inspection by the carrier provided that it shall be returned to Bravo Events on demand. If the Hirer fails to notify Bravo Events and the carrier in accordance with this Condition, or to return the equipment on demand, the Hirer shall pay to Bravo Events the full cost of repair or replacement of the Equipment or full hire rate until returned.

Collection / Return to Bravo Events must be booked into an agreed time slot in advance to ensure there is a member of staff at the unit.

Bravo Events reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.

Use Of Equipment:

The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.

The Hirer shall at its expense keep the Equipment in good repair, condition and working order, fair wear and tear excepted. Without prejudice to the generality of the foregoing, the Hirer shall on a very regular basis and certainly every week:-

- Inspect, test and clean the Equipment;
- Check and maintain wiring to and fixing and rigging of the equipment.

- The Hirer shall not without the prior written consent of Bravo Events make any modification or alteration to the Equipment (including but not limited to the removal of any marks that identify the Equipment as being owned by Bravo Events), or take the Equipment outside of the United Kingdom.

- The Hirer shall not, without the prior written consent of Bravo Events in writing, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of the Equipment.

The Hirer shall allow Bravo Events to inspect the Equipment upon request

The Hirer shall return all faulty lamps to Bravo Events. The replacement cost of the lamps will be charged to the Hirer if they are not returned.



Breakdowns & Repairs:

Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the Hire charges in respect of the individual piece of Equipment that has broken down in such circumstances will be made to the Hirer, any claims to be considered from the time and date of notification in writing by the Hirer.

Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by Bravo Events arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.

Items damaged beyond repair of low value such as headsets will be charged at the current sales rate for replacements

Ownership:

The Equipment shall at all times remain the property of Bravo Events and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of Bravo Events in respect of the Equipment are or may be prejudicially affected.

Loss, Damage and Insurance:

- In the event of any loss or damage to the Equipment the Hirer shall pay for its replacement, or the cost of restoring it to good working order, or allow Bravo Events or its agent to carry out such work at the Hirer's expense.
- The Hirer shall be responsible for their own insurance during the Hire Period keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks).

Limitations and Liabilities:

Bravo Event's liability for direct physical damage to tangible property of the Hirer caused by the negligence of White Light, its employees, agents or sub-contractors, or by breach of any Contract,

Bravo Event's shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation loss of profits, business, revenue, goodwill or anticipated savings whether sustained by The Hirer or any other person; or special, indirect or consequential loss other than direct physical damage to tangible property of The Hirer or any other person; or any loss arising from any claim made against Bravo Events by any other person.



Termination:

 Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned

Bravo Events shall have the right to immediately terminate a Contract by giving notice in writing if: -

- the Hirer fails to pay when due any amount due under the Contract; or
- the Hirer is in material breach of any of the Terms and Conditions or any other terms of the Contract; or

- the Hirer is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or

- the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of Bravo Events over the Equipment may be prejudiced or put in jeopardy

Consequences Termination:

Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with Bravo Events consent and shall unless otherwise agreed with Bravo Events forthwith return the Equipment to Bravo Events in good working order.

Notwithstanding Condition Bravo Events may, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located.

On termination of a Contract (howsoever occasioned), without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Bravo Events on demand all Hire Charges due but unpaid and other sums due but unpaid at the date of such demand together with any interest accrued and any costs and expenses incurred by Bravo Events in recovering the Equipment and/or in collecting sums due under the Contract (including storage, insurance, repair, transport and legal costs).



Sales, Aftercare and Warrantee:

"Buyer" means the person whose order of the Goods is accepted by the Seller. 'Contract" means a contract for the sale of the Goods.

'Seller' – Bravo Events

Any equipment sold from Bravo Events is subject to the manufactures warrantee of 12 months unless otherwise stated or additional warrantee is in place. If an additional warrantee is in place the buyer must deal directly with the holder of the extended warrantee.

Within 12 months of purchase, contact Bravo Events for manufacturer contact & we will assist with arranging return / Replacement item subject to the terms below:

- The Seller only warrants that Goods will be free from defects in materials and workmanship to the extent that the Goods carry a manufacturer's warranty. The Buyer shall be entitled to the benefit of such manufacturer's warranty insofar as the Seller has the power to transfer it.

- The above warranty is given by the Seller subject to the following conditions:-

- The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

- The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.

- Subject as expressly provided in these Conditions, and except where Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- Any claim by the Buyer which is based on any defect in the quality or conditions of the Goods shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure.

- Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods of their use or resale by the Buyer, except as expressly provided in these Conditions.

The Seller shall sell and the Buyer shall purchase the Goods subject to these Conditions. Any terms or conditions in the Buyer's order or other documentation of whatsoever kind which are inconsistent with these Conditions shall have no effect.



Orders & Specifications:

- The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- The quantity, quality and description of and any specification for the Goods shall be those set out in the Buyer's order (if accepted by the Seller).
- The Seller reserves the right to make changes in specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where Goods are to be supplied to the Seller's specification, which do not materially affect quality or performance.
- No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing, of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller.
- If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim:
- For infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person: or
- For negligence or under the Consumer Protection Act 1987 which results from the Seller's use of the Buyer's specification.
- Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to storage, application or use of Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any advice or recommendations which is not so confirmed or the actions of any third party in the storage, application, installation or use of the Goods unless the Buyer has separately contracted for such services with the Seller directly.
- Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- All descriptions and specifications, drawings and particulars of weights and dimensions used by Bravo Events are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.
- The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order.
- The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs to manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer to give the Seller adequate information or instructions).
- The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery or collection of the Goods unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.