TERMS AND CONDITIONS OF HIRE

1. Interpretation and Definitions in these Conditions:
(1) The 'Supplier' means Tour Moon Productions Ltd .
(2) 'Hirer' means the person, firm, company, corporation, public authority or body to whom the Goods (as defined below), and or, services are hired, sold or provided.
(3) 'Contract' means any contract for the hire or sale of any Goods or services provided by the Supplier to the Hirer and will incorporate any of the Suppliers' quotations, specifications, drawings and conditions referred to in it. The Contract, these Conditions, and any agreed variations in writing, shall come into force between the Hirer and the Supplier once the order has been placed (verbally or in writing) stating the Hirer's requirements; the Supplier having accepted the order and, where appropriate, granted a credit facility. The Contract is non-transferable.
(4) 'Goods' means the Goods for hire or sale specified in the Quotation and any part or component of them and any part consignment of them and any work or service provided by the Supplier as specified in the Quotation.
(5) 'Quotation' or 'Quote' means the Supplier's written or verbal Quotation; which shall be accepted by the Hirer either verbally, in writing or by receipt of a purchase order (PO).
(6) 'Statutory Requirement' means (without limitation) any requirement of any statute or derivative legislation of the United Kingdom and any regulation, directive or decision or legal instrument of any Institution of the European Community.
(7) 'List Price' means the Supplier's current price list.

2. Terms of Contract
In the event of any inconsistency between any other provision in the Quotation and these Conditions, the latter shall prevail. The headings of these Terms and Conditions are for convenience only and shall not affect their interpretation. Any clerical error in any sales literature, price list, invoice or statement issued by the Supplier or the Quotation may be corrected by the Supplier and any liability of the Hirer shall be adjusted accordingly.

3. Terms of Payment
Payment will be due as set out on the Supplier's invoice, and if V.A.T. is applicable, this will be noted in the totals section of any quote/invoice etc. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately as a debt. Invoices will be presented at regular intervals during the period of hire. Accepted payment methods are bank transfer only.

4. Insurance and Responsibility for Lost/Stolen Goods
The Hirer must have appropriate insurance to cover the value of the hire cost of equipment being provided whilst out of the Suppliers' control. The Hirer agrees to pay the Supplier the full new List Price sale rate (or in the case of items not usually sold, the full replacement cost) for any Goods which are lost or stolen or damaged beyond economic repair, and without any deduction for usage, wear and tear or age, and shall insure the Goods on this basis. All monies received by the Hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft or damage of Goods, shall, to the extent that any payment is due to the Supplier under this Condition be held in trust by the Hirer (or successor/assigned body) and paid to the Supplier on demand. In the event of loss or damage to the Goods the Supplier's account shall be settled in full on demand and such payment shall not be conditional on prior recovery by the Hirer of any sums under a policy of insurance or from any other source. The Hirer will take all practical steps to secure a proper return of lost or stolen Goods. In the event of lost or stolen Goods being subsequently recovered and returned by the Hirer to the Supplier, the Hirer will be credited with the invoiced value of those Goods, less the appropriate hire charges, from the date on which the Supplier received notification of loss to the date of return. All Hire charges are due up to and including the 'off-hire' date, or reported loss date, confirmed in writing at the time; that advice is to be received within 3 working days (postmark shall determine).

5. Maintenance of Goods, Breakdown Procedures and Accident Reporting
The Hirer will keep itself acquainted with the state and condition of the Goods and ensure that they remain safe, serviceable and clean. Any breakdown or any unsatisfactory working of the Goods must be immediately notified to the Supplier by telephone and confirmed in writing within 24 hours. Under no circumstances will the Hirer repair or attempt to repair the Goods unless authorised, in writing, by the Supplier. The Goods must be returned to the Supplier's premises for examination unless rectification elsewhere is requested by the Supplier and the Hirer agrees to pay the carriage. If the Goods are involved in any accident resulting in damage to the Goods or other property or injury to any person, the Hirer will notify the Supplier immediately by telephone ,and confirm in writing within 24 hours.

6. Removal of Goods
Goods must not be removed from any site(s) originally specified by the Hirer or from any subsequently authorised site without the explicit written authority of the Supplier and without having notified the Supplier of the new site address. Further, Goods must be returned by the Hirer to the origination Suppliers' Branch unless otherwise agreed in writing, in advance, by the Supplier. If the Hirer does not comply, then the Hirer will be charged with any additional costs incurred by the Supplier.

7. Variation to Prices/Goods
The Quotation is open to acceptance for 28 days after which, the Supplier reserves the right to alter the prices. The quoted rates may be re-negotiated should the original quantities or requirements change. After acceptance the Supplier may increase any price including that of the Goods already on hire on 28 days' notice in writing to the Hirer. Quotations strictly cover the actual items of Goods detailed therein. Any increase in those detailed quantities for whatever reason will result in additional hire charges.

8. Outstanding Accounts
The Supplier reserves the right to charge compound interest at the rate of one and a half percent per month (on a daily basis) on all sums outstanding after the due date for payment. This entitlement to interest shall be without prejudice to the Supplier's right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of all overdue amounts has been received. All prices quoted will be deemed to be List Prices unless agreed by the Supplier in writing. Any prices agreed which differ from the List Price will only remain applicable on the condition that the Suppliers' payment terms will be complied with. In the event that those payment terms are not complied with, full charges may be substituted. Should a dispute arise in respect of any specific item described by any specific invoice, the Hirer shall not be entitled during the course of this dispute to withhold any sums for payment beyond those specifically relating to the disputed item(s). A counter-claim against the Supplier will only be accepted for deduction from any payment made to the Supplier where the Supplier has agreed to such a deduction in writing. Counter-claims against the Supplier will only be considered for acceptance between the parties to this Contract. However, the total aggregate of all or any claim against the Supplier, shall be limited to the total V.A.T. exclusive hire value of relevant invoices if applicable.

9. Termination
(1) If the Hirer commits any breach of this, or any other contract with the Supplier, or ceases business, or stops payment to or makes deed of arrangement, assignment or composition with its creditors or being a company enters into liquidation whether compulsory or voluntary (except liquidation for purposes of reconstruction or amalgamation) or suffers or allows the appointment of a trustee, receiver or provisional liquidator, or suffers any distress or execution whether legal or equitable or any attempt thereat upon any of the Hirer's property, or has an unsatisfied judgement against it for 14 days or more, or commits any act of bankruptcy, or has an order or notice of resolution for winding up proposed or made against it, or dishonours any cheque drawn upon it, then the Hirer shall be deemed to have repudiated this Contract. The Supplier may then immediately re-possess the Goods and recover any monies due as well as damages for repudiation without prejudice to any other rights and remedies.
(2) The Hirer shall upon early termination of the Contract pay to the Supplier, compensation for the loss suffered by the Supplier as a result of such termination, such loss being determined by the Supplier having regard to all relevant circumstances. The termination of the Contract shall not affect any rights of the Supplier or liabilities of the Hirer subsisting at the date of termination.

10. Supplier's Rights
The Hirer shall not sublet or part with possession of any of the Goods without receiving the prior written consent of the Supplier. Where the Hirer takes the Goods on hire intending to re-hire them to a third party, the Hirer is deemed to retain control of the Goods whether or not they might remain in the Hirer's possession. The Hirer shall be solely responsible for the payment of all hire charges raised by the Supplier and for all charges raised by the Supplier in respect of damage to or loss of the Goods. It is the sole responsibility of the Hirer to return the Goods to the Supplier. The Supplier will not deal directly with any third party in this context.

11. Responsibility of Hirer
(1) The Hirer will be responsible for the unloading and loading the Goods at the address specified by the Hirer, and likewise at the Supplier's premises when transported by the Hirer, or its agent, and any person supplied by the Supplier shall be deemed to be an employee of the Hirer or its agent at such times.
(2) The Hirer's responsibility for the Goods commences on the receipt by the Hirer or his agent or on delivery as requested and ends when the Hirer is in possession of the Supplier's unqualified receipt for all the Goods. The Hirer will not sell or otherwise part with control of the Goods.
(3) The Hirer shall indemnify the Supplier against any loss, damage, claims or proceedings, and against any cost or expense arising out of or in connection therewith, in respect of any injury to or death of any person or damage to any property real or personal caused by or arising out of or in the course of the use or misuse of the Goods by any person (other than that caused by the Supplier). The Hirer shall effect and keep in force at all times policies of insurance in respect of its liabilities under this Condition.
(4) The Hirer will be responsible for the safe and acceptable use, storage, and transportation of Goods.
(4) Nothing in this clause shall affect the statutory rights of the Hirer or purport to limit or exclude any liability which may not be limited or excluded under the Unfair Contract Terms Act 1977.
(5) The Hirer shall indemnify and hold harmless the Supplier against any expense, liability, loss, claim or proceedings whatsoever arising out of or caused or occurring in the course of carrying out of the Contract by the Supplier.

12. Title
The Goods, notwithstanding their loss or theft and any compensation payment from the Hirer to the Supplier in respect thereof, will at all times remain the property of the Supplier.

13. Value Added Tax (V.A.T.)
Unless specifically stated otherwise, prices and rates shown in Quotations, contracts, invoices, certificates and correspondence are nett exclusive of V.A.T., which will be payable to the Supplier as an addition to the rates chargeable at the rate or rates laid down from time to time by law. The Supplier shall be entitled to adjust the rates and amount of V.A.T. retroactively, or otherwise comply with any rulings made by H.M. Customs and Excise affecting any Goods sold, hired or provided by the Supplier. The V.A.T amount will be noted on quotes and invoices if applicable.

14. Law
The Contract shall be governed by English law and the Hirer consents to the jurisdiction of the English courts in all matters regarding the Contract except to the extents that the Supplier invokes the jurisdiction of the Courts of any other country.

15. Consequential Losses
The Supplier shall not be liable for any consequential loss to the Hirer, including (but without limitation) any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Goods, or any part thereof or any breakdown or stoppage of same. Nothing in this clause shall affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977.

16. Supplier's Name Plates
The Hirer shall not remove, deface or cover up the Suppliers' plate or mark on the Goods indicating that they are its property, nor shall the Hirer apply any mark or identification of its own. If the Hirer would like a "white-label" service, they must notify the Supplier prior to hire in writing.

17. Rights of Access
The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any land or premises wherein the Supplier reasonably believes any Goods, or any part thereof to be, and in so far as the Supplier in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

18. Rights Reserved
Any failure by the Supplier to enforce any or all of these Conditions shall not be construed as a waiver of any of the Supplier's rights hereunder.

19. Separate Term Validity
Should any Condition in this Contract be held invalid, void, illegal, unenforceable or otherwise vitiated such invalidation shall not affect the validity of the remaining conditions.

20. Force Majeure
The Supplier does not accept responsibility for any failure or delay caused by circumstances beyond its control, including (and not limited to):
(1) Acts of God, explosion, flood, tempest, hurricane, inclement weather, fire or accident.
(2) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
(3) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, statutory, or local authority.
(4) Import or export regulations or embargoes.
(5) Strike, lock-outs or other industrial actions (whether involving employees of the Supplier, Hirer or of a third party).
(6) Difficulties in obtaining raw materials, labour, fuel, parts, machinery or transportation.
(7) Power failure or breakdown in machinery.

21. Notices
Any notice to be given under the Contract shall be in writing and email, sent facsimile transmission or forwarded by first class prepaid (registered or recorded delivery) letter post to the receiving party at its registered office in the case of a company or its business address as last notified in writing to the other party in any other case and shall be deemed to have been given on the date of the email or facsimile transmission or on the first working day following that on which the notice was posted (as the case may be).