

Terms and Conditions

Definitions

- 1.1"The Equipment"
- 1.2"The Customer"
- 1.3"The Seller"
- 1.4"Consequential loss"
- 1.5"Interest"
- 1.6"The Contract"
- 1.7"The Event"
- 1.8"Koncept Castles" and "Herts Stage Hire"

EQUIPMENT HIRE TERMS

Charges

- 2.1Hire charges commence from the date stated in the contract and are payable for the period of Hire.
- 2.2Payment in full by cash, cheque or bank transfer is due on or before the collection of the equipment. There may in some cases be an additional deposit of 25% (of the total price, Inc delivery) required before any equipment may leave the care of Koncept Productions. This deposit will be refunded on the safe return of all the equipment in accordance with these conditions.
- 2.3Equipment must be returned by 12 noon on the date specified in the contract in a clean and serviceable condition and the customer must obtain a supplier's receipt.
- 2.4Additional charges accrue at the full daily rate together with consequential loss in the breach of these conditions or the equipment not being available for use by other customers
- 2.5All hired cables must be returned clean neatly coiled and secured with PVC Tape (or attached Velcro strap, if fitted). Failure to do this will result in a re-coiling and taping charge of £2 per cable.
- 2.6Any lamps and fuses Koncept Productions provides with equipment hire must be returned with the equipment, or the full replacement cost will be charged.
- 2.7A cancellation fees
- 2.8Hire Period

Hire Period

- 2.9The hiring period commences at 12 noon on the date specified in the contract and continues for the period specified in the contract and terminates at 12 noon on the last day of the hiring period, unless otherwise clearly stated in the contract.

Power to Enter This Contract

- 2.10The signatory on the contract warrants that they are duly authorised on the customer's behalf to enter into the contract and hereby personally indemnify Koncept Productions against all losses and costs that may be incurred if this is not the case.

Customer's Responsibilities

- 2.11The customer's responsibility for the equipment commences on receipt of the equipment by the customer or his agent or on del very and ends when the customer is in possession of Koncept Productions unqualified receipt for the return of all of the equipment .
- 2.12The customer shall not at any time dispose or otherwise part with control of the equipment or attempt to do so.
- 2.13The signatory to the contract and the customer jointly and severally undertake with Koncept Productions that anyone who uses the equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instr uctional material and further will not allow the equipment to be miss used.
- 2.14The customer will, at all times, fully indemnify Koncept Productions against any expense liability financial loss or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery hire use, non use, repossession, collection return or non return of the equipment.
- 2.15Nothing in this clause shall affect the statutory right of the customers or purport to exclude any liability which may not exclude The Consumer Rights Act 2015

Electrical Equipment

- 2.16Any electrical equipment should be used with the plugs and/or sockets provided.
- 2.17If other plugs and sockets are to be fitted by the customer such work shall be carried out by a competent person who shall also reinstate the same to the original condition prior to redelivery.
- 2.18The customer shall be responsible at all times to arrange proper supply of electricity for use with the equipment and ensure that the equipment shall at all times be earthed.

Equipment and Maintenance

- 2.19The customer shall ensure that the equipment remains serviceable and clean during the hire period.
- 2.20Any breakdown or unsatisfactory working of equipment shall be immediately notified to Koncept Productions.
- 2.21The customer shall under no circumstances attempt to repair the equipment without authorisation from Koncept Productions.
- 2.22Any damage or unsatisfactory equipment must be returned to Koncept Productions premises for examination at the customers cost .
- 2.23If the equipment is involved in any accident resulting in damage to either the equipment or other property or injury to any person the customer shall notify Koncept Productions immediately.
- 2.24Equipment must not be removed from any site originally specified by the customer or from any subsequently authorised site without prior consent of Koncept Productions

Compatibility of Equipment

- 2.25The customer shall ensure that the equipment is compatible and may safely be used with any other equipment being used by the customer.
- 2.26The Customer shall ensure that the equipment is suitable for their purposes.

Insurance

- 2.27The customer agrees to pay Koncept Productions the full retail cost of any hired equipment lost, stolen or damaged beyond repair (without deduction for wear and tear or age).
- 2.28The customer agrees to pay Koncept Productions the full repair cost of any equipment damaged while on hire, whatever the cause.
- 2.29The customer shall insure any hired goods from Koncept Productions against the above liability.
- 2.30All monies received by the customer from any insurance company or third party in settlement of any claim shall be held in trust by the customer a nd paid to Koncept Productions on demand to the extent that any such payment is due under this clause.
- 2.31The customer shall not compromise or settle any claim without the express consent of Koncept Productions.
- 2.32In the case of equipment which is lost, stolen or damaged beyond economic repair the customer shall pay a charge at the full daily rate together with interest and consequential loss until the equipment is replaced.
- 2.33It is the customers responsibility to ensure the correct Insurance cover is in place to cover ALL eventualities for any hire, party or event.

Condition of Returned Equipment

- 2.34The customer is fully responsible for care safe keeping and return in good order of the equipment.
- 2.35The customer will reimburse all costs incurred by Koncept Productions in rectifying the condition of any equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification
- 2.36All tape and markings applied by the customer to equipment and cables must be removed before the equipment is returned.

Termination of Hire

- 2.37Koncept Productions shall be entitled to terminate the contract with immediate effect and to repossess the equipment if at any time:-

(a) The Customer is in breach of these terms; Or

(b) The customer shall take any steps or if any act or proceeding is commenced in which the customer's solvency is in the reasonable view of Koncept Productions in doubt. Such termination shall not affect the right of Koncept Pr oductions to recover from the customer any monies due under this contract interest consequential loss or damage for breach
- 2.38The customer hereby authorises Koncept Productions to enter upon property which Koncept Productions reasonably believe any equipment to be and Koncept Productions in their absolute discretion may recover and remove the equipment.
- 2.39The customer hereby authorises Koncept Productions (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the contract) to deduct any sums properly due to Koncept Productions arising under a breach of these terms from any credit card debit card or charge account details of which are in the possession of Koncept Productions
- 2.40Although Koncept Productions shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, Koncept Productions does not accept responsibility for any failure or delay caused by circumstances beyond its control.

Conditions as To Sale

Risk in Sale

- 3.1The risk in the equipment shall pass to the customer immediately on delivery to the customer at the address shown for delivery on the contract, or if the customer collects, on collection.
- 3.2Property and title in the equipment shall remain vested in Koncept Productions and Koncept Productions reserve the right to dispose of the equipment until such time as the price shall have been paid in full.
- 3.3Any equipment sold as "Used" is sold as described and it is the customers responsibility to inspect the equipment before taking the equipment from Koncept Productions premises. Koncept Productions does not accept responsibility for a damage found after sale. (This does not affect your rights under The Consumer Rights Act 2015)
- 3.4If any part of the payment is overdue or if the customer is in breach of any of these terms or if the customer or any third party shall take any steps or act or proceeding in which in the view of Koncept Productions the customers solvency in doubt Koncept Productions may (without prejudice to any of Koncept Productions other rights) recover or resell the equipment and may enter upon the customer's or third parties property for that purpose.

Receipt

- 3.5The Customer or any duly authorised person on behalf of the customer shall receive and unload the equipment and shall check the same for quantity and condition in the precedence of Koncept Productions carrier.
- 3.6Any shortage of, or unsatisfactory equipment, shall be endorsed by the customer or duly authorised person on behalf of the customer on the delivery document and the customer shall give written conformation to Koncept Productions within three days of delivery.
- 3.7No claim in respect of shortage of or unsatisfactory condition of the equipment shall be entered by Koncept Productions unless Condition 3.6 is observed.
- 3.8This condition does not affect the statutory right of the customer

Price

- 3.9The Price of the goods shall be the sellers quoted price (As stated in any written quotation or literature relating to a product supplied to the customer by the seller).
- 3.10Koncept Productions are NOT registered for VAT. No prices are subject to VAT charges.

Services

Discos & Karaoke Services

- 4.1Koncept Productions will provide the disco and/or Karaoke and will make every effort to provide the music which the customer requires.
- 4.2It is the sole responsibility of the customer to ensure the good conduct of their guests towards the Deejay's and their assistants. If at any time before or during the function our Deejay's deem their persons or property to be under threat, verbally or physically, Koncept Productions reserve the right to terminate the disco without notice. In the event of this happening refunds are not applicable.
- 4.3Koncept Productions offers the service of taking requests providing that the guests address our staff politely and with respect.
- 4.4Upon the conclusion of the function Koncept Productions will require up to approximately sixty minutes to pack our equipment and vacate the premises.
- 4.5At no time during the Disco/Function/Entertainment should the relationship (Numbers) of Parents/Guardians to minors be greater than 10 children to 1 adult, as it is the customers responsibility for the health and safety of those children (under 18 years old).
- 4.6Payment of a non-refundable deposit for the event must be made within 10 days of Koncept Productions sending the customer a confirmation letter. Payment can be made by cash or cheque (cheques payable to Koncept Productions). If Koncept Productions has not received the deposit within this time period we reserve the right to accept other enquiries and/or bookings. The balance is payable either up to 7 days in advance of the disco by cheque, or after that by cash (this could be on the day of the disco) but before the disco starts.
- 4.7The cost of the disco will be discussed and agreed between Koncept Productions and the customer. The cost may include extras (such as extras to the sound or light system for a larger venue) - all these details will be given in a written quote. All payments are to be made to Koncept Productions in advance before the start of the event.
- 4.8If Koncept Productions has been contracted to supply special effects (Haze, Smoke and/or Pyrotechnic devices), it is the customers responsibility to ensure the venue allow the use of these, and any fire detection in the area equipment can be isolated during the event.
- 4.9If Koncept Productions has been contracted to supply confetti or streamer cannons, it is the customers responsibility to ensure appropriate arrangements have been made to clean up the fallout from these effects

Inflatable Hire

- 5.1All equipment is delivered, setup, and collected by Koncept Productions trained staff.
- 5.2The equipment must not be moved, relocated or taken from the site once installed by Koncept Productions staff.
- 5.3The customer is deemed to be in possession of the equipment from the agreed time of delivery until the time the equipment is collected.
- 5.4The customer is solely liable for any costs relating to injuries to persons or damage to property and/or the hired equipment during the hire period stated on the hire agreement and/or delivery document, except that caused by equipment failure.
- 5.5The customer will, during the period of the hire, be responsible for the supervision of the equipment, its care, safety from damage however slight of any sort, and behaviour of all persons of all ages using the equipment whatever their capacity, including proper supervision of children to ensure children under school age use the equipment separately to older children or adults
- 5.6The maximum age allowable to use this equipment is clearly stated on the hire agreement and/or delivery document. Failure to observe this limit at any time during the hire period will render customer liable for any cost relating to injuries or damage.
- 5.7All persons using inflatable equipment must be physically fit, with no history of heart conditions or back injury or supporting a plaster cast. No persons using or supervising any equipment should be under the influence of alcohol and/or drugs.
- 5.8The customer is solely responsible for making certain that the equipment is safe for use at all times. If an incident should arise that makes the customer unsure over the safety of the equipment then the customer should stop all activities and remove all persons from the equipment, disconnect the equipment from the electric mains and seek advice from Koncept Productions immediately.
- 5.9At no times during the hire period should any person climb, sit or lay on the walls of any inflatable or hang from beams or supports.
- 5.10The customer shall not use the equipment for any purpose other than that described in the hiring agreement, and shall not sub-hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way, nor allow anyone onto the equipment wearing shoes, spectacles, carry shape objects, key rings, metal studded clothing or any similar Items which could harm damage to others or damage to the equipment. No food or drink is to be taken onto or consumed on the equipment. No party poppers, coloured streamers or silly string should be taken thrown or sprayed onto the equipment, these substances cause permanent damage to the materials of the equipment and the customer will be liable to Koncept Productions in the event of damage.
- 5.11The Customer shall be deemed to have inspected the equipment (accessories and/or Trailer(s) if supplied) and to have agreed t hat it is supplied complete and in good condition unless he/she brings to the attention of Koncept Productions, when it is checked by the Custom er when coming into possession of the equipment, any faults noted by the Customer. If any equipment is interfered with, relocated, or adapted while in the possession of the Customer the liability for these actions stands solely with the Customer. Koncept Productions can accept no responsibility for injuries, damage or any other loss however caused.
- 5.12Unless otherwise agreed in writing the hire period is from the time stated on the confirmation agreement and/or delivery document to the agree d collection time or after at the discretion of Koncept Productions. Any obstruction by the customer or their guests/employees causing unnecessary delay will be charged at £35 per hour or part hour, this also applies where ball pool balls are not bagged and ready for coll ection. The customer is also liable for a £35 cleaning charge if the equipment is not returned in the same clean condition that it was delivered in. If Koncept Productions returns to find any mud, food, rubbish, silly string, etc. on the unit the customer WILL be charged.
- 5.13Public liability insurance is excluded in its entirety following any claim or injury to any third party or employee whether directly or indirectly related to the use of alcohol and/or drugs. Koncept Productions excludes any liability for injury, loss or damage caused to any person using the equipment contrary to the terms and conditions of this contract.
- 5.14Koncept Productions public liability insurance does not cover third party supervision on the inflatable equipment. It is the customers responsibility to ensure the correct insurance cover is in place for the equipment being used with the supervision you provide.
- 5.15Provided that the equipment is used in accordance with the above guidelines and conditions of hire, those using the inflatabl e should do so safely. However, accidents can happen. Koncept Productions can accept no responsibility for injuries sustained, damage, or any other loss, however caused, in the absence of the negligence of Koncept Productions and its staff. As the equipment will be in the Customers possession and control whilst in use rather than Koncept Productions, any liability for injury, loss or damage caused other than in the circumstances described above rests with the Customer. Accordingly, it is strongly recommended that the customer has adequate Public liability insurance covering his or her liability arising from the use of the equipment.
- 5.16Koncept productions require a minimum of 1 metre wide clear and level access from the road, driveway or car park to the site where the inflatable is to be located. Koncept productions are not liable for any damage that may be caused to the customers or third parties property if there is less than three feet clear level access to the site from the delivery vehicle. The Customer is responsible for ensuring this is provided.

Production Services (Stage, Sound, Lighting and Power Services)

- 6.1Unless stated otherwise, Koncept Productions assume the event does not start before 10am and finishes by 7pm. Additional costs will be incurred for over running if it has not been clearly quoted for above.
- 6.2It is assumed that our crews are not expected to carry equipment further than 5 metres. So all our delivery vehicles MUST have direct access to the stage location during the build and strike phases of the event. The stages arrive as an up to 9m long trailer with a towing vehicle of up to 9m. These require direct access to the stage location with at least 3.6m height clearance and 3m width along the whole route.
- 6.3The customer is responsible to ensure suitable access is arranged, without width and height restriction. The ground must be suitably level.
- 6.4The client should ensure precautions are in place to prevent vehicles from becoming stuck.
- 6.5Parking should be provided for all our vehicles, preferably one being within 10m of the stage location for a van or lorry containing any spare equipment we may need access to.
- 6.6The client is responsible for ensuring a safe cordon is in place around the build area to protect the public during the complete build and strike phases.
- 6.7The client should ensure suitable security staff are available and fencing is erected around the stage on performance days, with the provision of a backstage compound to ensure access is restricted behind the stage.
- 6.8If a stage is to be erected for more than one day the client should employ a night watchman for all hours that their own, or Konce pt Productions staff are not on site. The Structure and any equipment on board the stage for Koncept Productions is not to be left unattended at any time.
- 6.9Koncept Productions will display company branding (Van signage, Flags, banners, uniform, etc) at the event. If you require Non-branding by Koncept Productions, we must be informed at the time of booking and there may be additional charges imposed.
- 6.10Standard payment terms: A 20% deposit is required at the time of booking, with the balance due 7 days in advance of the first day our staff are due on site.

General Term and Conditions

- 7.1Unless otherwise stated Koncept Productions needs a minimum of thirty minutes to set up the equipment in order to be able to start at the agreed time. It is agreed that the venue/site will be available for this period for setting up purposes. It is the responsibility of the customer to make the necessary arrangements at the venue/site for Koncept Productions to have access to the venue/site for this purpose. Koncept Productions will move all their equipment away from the venue as quickly as possible after the event has finished and will make every effort to leave the area they have been using in the same state as it was at the start of the event. Koncept Productions will, unless otherwise stated, require a minimum of thirty minutes to pack away the equipment and vacate the venue/site.
- 7.2Quotations and proposals provided to customers do NOT guarantee the availability of equipment and services list there within. Services and equipment will only be booked to the customer on receipt of a signed contract and/or the agreed deposit payment.
- 7.3The customer is responsible to ensure Koncept Productions are made aware of the exact location of ALL underground services along the access route and within 30m of the site where Koncept Productions are to install an inflatable or staging structure.
- 7.4It is the customers responsibility to ensure the correct permissions have been granted by the venue, landowner and/or local authority for the access to the site and the use of the equipment supplied by Koncept Productions, and any related activity.
- 7.5Although every endeavour is made, Koncept Productions cannot guarantee to supply specific inflatable, sound, lighting, staging, visual or special effects equipment. Where possible a suitable substitute will be provided.
- 7.6Unless stated otherwise, Koncept Productions standard working day is between 7am - 7pm. Beyond these times is chargeable. Koncept Productions crew do not work before 6am and beyond 11pm, unless expressly agreed in writing.
- 7.7This agreement is between Koncept Productions and the customer of Koncept Productions. This agreement applies from the time w e receive the signed agreement confirmation (and deposit payment, if applicable) for the services of Koncept Productions until completion of the contract between Koncept Productions and the customer, which, unless otherwise stated, shall be one hour after the end of the event.
- 7.8The customer is responsible for the actions of all people attending the event (other than those employed by Koncept Productions or those employed by the venue) and, as such, is responsible for any damage that might occur to equipment owned by or hired to Koncept Productions. Any such damage to said equipment must be paid for by the customer at the full replacement cost.
- 7.9All details regarding the accessibility of the venue/site are to be provided by the customer no less than seven days prior to Koncept Productions arrival on site. If, upon our arrival to the venue, we find the access is not as previously discussed, we reserve the right to apply a surcharge (Minimum of £50.00) to account for the extra work involved. Payment is required before work is started.
- 7.10It is the customer's responsibility to ensure "Access All Areas" passes have been issued to Koncept Productions staff and contractors. The customer must also provide suitable vehicle passes, if these are required, for the areas our vehicles need to gain access.
- 7.11It is the customer's responsibility to ensure that the suitable power is available for the equipment Koncept Productions is providing. The customer will be advised in their contract of this requirement.
- 7.12In the unlikely event that Koncept Productions are delayed from starting a performance due to events beyond our control, the customer is still liable for the full balance outstanding.
- 7.13It is responsibility of the customer to inform Koncept Productions of any restrictions, i.e. Noise Limiters - Time Restrictions - Smoke Detectors, Height Restrictions for vehicles etc.
- 7.14When Koncept Productions employee's and/or contractors are expected to operate at an event lasting four hours or more, the customer shall provide adequate food, drink and toilet facilities for these staff during the course of each day, including setting up and taking down equipment.
- 7.15The parties hereto agree that in the event of loss of performance due to power or equipment failure, Koncept Productions shall be under no liability whatsoever, although reasonable precautions will be taken to safeguard the interests of the customer at all times.
- 7.16Failure to comply with any of these written terms and conditions may will result in the immediate termination of this contract without notice and without discount to the agreed cost. This may also mean the immediate removal of equipment, which may have already been set up.
- 7.17Koncept Productions will abide by these terms and conditions of hire. It is the responsibility of the customer to read and understand these terms and conditions before Signing any agreement to indicate their acceptance of the terms and conditions.
- 7.18The terms and conditions are binding on both parties. In the event of any dispute which cannot be settled between the two parties, an independent arbitrator will be chosen by both parties and the judgement of that arbitrator will be binding on both parties. The cost of a appointing such an arbitrator will be equally borne by both parties.

Koncept Productions holds the right to review and alter these Terms and Conditions at any time without notice.

Koncept Productions. Martin Ruff, 2 The Green, Stotfold, Hitchin, Herts, SG5 4AN

These terms and conditions are available in larger print on request