

AARDVARK FX

SPECIAL EFFECTS - GALAXIS HIRE AND SALES

TERMS & CONDITIONS OF SUPPLY

For the purposes of this document, "the Company" means Aardvark FX Limited and "the Customer" means the person or company agreeing/signing this document and therefore confirming to purchase equipment or services from the Company. The power to make, vary, ratify or discharge this contract may be exercised by an individual acting with a limited company's express or implied authority and on behalf of the company, but this must be clearly stated. The individual confirming this order and signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents and confirm orders on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein

The placing of a hire or purchase confirms acceptance of these terms and conditions of supply.

- 1) All hire charges are based on a hire period of one week. Shorter periods will be charged at the weekly rate. Items returned late will be subject to additional charges. Goods on hire must be returned by noon on the day of return unless special arrangements are made at the time of hire.
- 2) Proof of identity and address may be required prior to collection or dispatch of equipment, *e.g.*, passport, driving licence, utility bill, etc. Equipment **must not** be taken outside of the United Kingdom of Great Britain and Northern Ireland without the prior permission of the Company.
- 3) Where account facilities pre-exist, our terms for payment are strictly 30 days net from the date of invoice (14 days for Galaxis and CFH canister purchase Invoices). All sale goods remain the property of the Company until full payment is received. Hires for non-account customers need to be paid in full prior to collection, plus a returnable deposit. **By placing the hire order, the Customer is confirming their instruction to the Company to retain their details and to pay for the cost of repairing any damages incurred, the hire costs of any late returns; or the full replacement value of any lost items from the hire.**
- 4) The Customer is entirely responsible for the payment in full of the final invoice. This responsibility cannot be transferred to another party without permission from the Company and the party agreeing in writing to abide by these terms and conditions. All invoices will be made out to the Customer unless this has been previously arranged prior to this document being agreed to.

- 5) The Customer is entirely responsible for any loss or damage to the equipment. This liability begins on collection/delivery of the equipment & ends upon its safe return to the Company. Customers must therefore ensure sufficient 'all risks' insurance protection exists against theft, fire etc. Any items not returned will be charged for at full replacement costs
- 6) Plugs and sockets must NOT be removed from any equipment. We can supply a variety of adaptors to suit most requirements. Any item returned where the plug/socket has been removed or is missing will be subject to an additional charge. Equipment must **NOT** be modified or disassembled in any way whatsoever without the express permission of the Company. **Any tampering to equipment will result the full replacement cost being charged.**
- 7) The Customer will be responsible for ensuring all relevant regulations, rules and statutory provisions relating to the use of the hired equipment are complied with during the hire period and shall keep the Company indemnified against all liability for any non-compliance with any such regulation or provision.
- 8) Hired items are, and remain, the property of the Company at all times. Sales items are sold on a sale-only basis, and are not on sale-or-return (unless agreed beforehand). Any sales item returned for credit will be subject to a minimum handling / restocking charge of 25%.
- 9) All prices exclude VAT and are subject to alteration without notice. Prices quoted are ex works and exclude delivery\collection charges to\from the customer's address. All delivery and collection costs quoted are an approximation and are subject to final confirmation, and as such will be charged back to the Customer on completion of the hire regardless of the estimated cost at the time of booking. Where a returns collection has been requested by the Customer, and that collection has not been successful due to an error or omission by the Customer, then the Customer will be liable for rebilling of any penalty charges imposed by the courier, or for any transport costs incurred by the use of the Company's own vehicles.
- 10) When spare parts have been supplied with the hire order, the Customer must ensure these are returned with the hired equipment. When spare parts have been used, the swapped-out parts must be returned for inspection or the Customer will be responsible for their replacement.
- 11) Any damage to hired equipment must be reported to the Company within 24 hours of the damage being sustained. Equipment thus damaged, or not returned at the end of the hire period, is considered on hire until payment has been received for the repair\replacement of the item. Additional hire costs will continue at our standard hire rates until full payment is received. Any costs incurred by the Company in fulfilling a subsequent hire following the loss\damage of items, or where equipment is returned in a condition not conducive to re-hire, will be passed on to the original Customer. Items not returned promptly at the end of the hire period will automatically be charged to the Customer after 7 days from date of return.

12) Any mistakes in supply, faulty equipment, errors, or omissions, must be reported within 24 hours of supply, otherwise the full invoice charge for the hire or supply of the item will be levied.

13) Stated cable\hose lengths are an approximation. Where you require an exact stock length, please advise at the time of ordering. Cables and hoses are supplied neatly coiled and taped. **Any cable\hose not returned thus is liable to a surcharge.**

14) The Company accepts no responsibility for equipment that does not work in conjunction with equipment supplied by the Customer.

15) The delivery times stipulated cannot under any circumstances be regarded as firm deadlines on penalty of forfeiture of rights unless that has been explicitly agreed in writing. The delivery time commences as soon as the Company has accepted the order in writing and have received all the information to be provided by the Customer and have received from the Customer all that which the Customer is contractually obliged to pay prior to the commencement of the work. The Company cannot be held in default owing to the mere fact of exceeding the agreed delivery time, for any reason whatsoever, but the Customer shall in that case be entitled to demand that the delivery as yet takes place within a reasonable period of time. If that period of time is exceeded the Customer cannot demand compliance but shall be entitled to dissolve the contract, without claiming compensation for direct or indirect losses suffered by the Customer as a result of the agreed delivery time being exceeded. The Customer relinquishes all their rights in respect of delayed delivery in the event of them being held in default.

16) Whilst every effort will always be made to fulfil hires on the requested date, the Company cannot be held liable for non-delivery or collection due to force majeure or circumstances beyond its control. The Company will make its best endeavours to replace or repair any equipment found faulty whilst on hire. If this is not possible, the remedy available shall be limited to the refund of the equipment's hire fee.

17) The use of special effects equipment, either indoors or outdoors, is at the sole discretion of the Customer who will have taken full note of the prevailing situation. They are reminded that these devices can sometimes vary in their performance and no guarantee is given that every device will perform exactly the same. This must therefore be borne in mind when siting and firing such devices. Where the Customer is unfamiliar with the equipment, tests should be carried out at a safe time and in a safe place. The writing of risk assessments and method statements is the responsibility of the Customer, and whilst general advice is available, the Company is unable to provide any specific documentation for dry hires.

18) The cancellation of a hire booking less than 7 days before the due delivery or collection date may result in the full hire charge being applied for the hire, less any delivery\collection charges applicable. However, where non-refundable costs have been incurred by the Company in prearranging transport services by third-parties, the whole of these costs may be passed on to the customer.

19) Every item is checked and tested for wear and tear upon the return of each hire and is certified at that time to be in good working order. Furthermore, items are once again visually examined prior to dispatch.

Our Contact Details:

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