

Terms Of Use

These Terms and Conditions cover not only your first hire but also any further hires, authorised by the same signatory, unless otherwise advised by either party.

1. New Customers

1.1

New customers will be subject to a thorough identification verification process in order to reduce the risk of loss by Allia. All information submitted as part of the verification and application process will be treated in the strictest confidence. It is necessary for Allia to be satisfied as to the good intentions of new customers where the expensive camera equipment is being hired. It is not the intention of Allia to intrude into a Customer's privacy except in so far as it helps to protect interests of Allia.

1.2

If the order is not placed on-line, a signed copy of our Terms and Conditions must be submitted to Allia by the Hirer either by post or email, within twenty-four hours of the web booking or, where same day collection is required, it must be received before 1pm on that day – with collection of digital media ordered to be collected by 4pm the same day.

1.3

From the hirer, Allia requires colour photo identification in the form of a valid Passport or UK driving licence, (if the Hirer is from outside of the EU, a valid residency permit is required in addition to passport). Colour proof of billing address is also required in the form of either a utility bill (dated within 6 months), a council tax letter (annual) or a bank/credit card statement (most recent full-page - can be an on-line print). Please note that we use a risk assessment service to qualify your documents.

1.4

For each hire, an order confirmation letter is required, and if possible on your own company letter headed paper, signed and dated by the cardholder/hirer. The letter will need to confirm the full details of the hire, please use the following template:

Dear Allia Innovation Lab,

This letter is to confirm the order I have placed for 'equipment' for 'delivery/collection in person' on 'date' and 'collection/return in person' on 'date'. The Hirers address for this hire is 'address' and it is understood that the equipment will be collected from, and then returned to, the Innovation Lab at;

**Allia Future business Centre
Peterborough United football club
London Road
Peterborough
PE2 8AN**

The total hire charge for this is '£' the deposit for this is '£'. I authorise you to debit this amount from the card details that I have provided you with.

Yours sincerely

Signature and Date

('Full Name' - to be signed by the authorised card holder)

1.5

For all hires, Allia requires two valid UK telephone numbers from the Hirer.

1.6

The appropriate deposit is payable via credit or debit card. Please note, payment card for a personal, non-limited company must be registered to the delivery address.

1.7

Allia reserves the right to refuse the order at any point where it is not satisfied with the provided information, documents and related checks.

1.8

Allia reserves the right to use the Customer's information as part of an investigation into any loss of equipment that might occur or in any perceived breach of these Terms & Conditions.

1.9

Where we are not satisfied with the validity of either the intended Hirer or the purpose for which the equipment is being hired, we reserve the right to ask for a customer referee, or to refuse hire, we are not obliged to provide explanation for such a decision. Your statutory rights are not affected, and all documentation provided will be destroyed.

1.10

If Allia is unable to contact the Hirer after an order is placed, Allia reserves the right to cancel the order and cancellation fees will apply, as detailed in the Cancellation Policy.

2. Equipment

2.1

The equipment and accessories on hire shall remain the absolute property of Allia and the Hirer has no right, title or interest in the equipment, except that it is hired to the Customer for an agreed period, with the Customer accepting responsibility for the safekeeping of the equipment whilst in their possession.

2.2

The equipment must be returned by the Customer in the condition in which it was received and in good working order.

2.3

All equipment and accessories are checked prior to dispatch and are listed on the Equipment Checklist that is included with the equipment. It is the responsibility of the Hirer to check upon receipt of the equipment that it is in good working order and in an undamaged condition. The Hirer will be held liable for any defects or deficiencies in the equipment that are not noted on the condition report or equipment checklist, unless the Hirer has notified us of discrepancies in the condition report on collection of the hired equipment.

2.4

Every effort is made to supply all batteries with full charge. However, occasionally there may not be adequate time to fully charge them – particularly where equipment is on a quick turnaround. It is also possible for levels to deplete slightly during transit. We therefore strongly advise checking the state of charge of all batteries upon delivery.

2.5

Allia needs to determine the potential use and deployment of hired equipment. This information also helps Allia to know whether appropriate equipment is being hired for the customer's stated purpose and to offer informal advice about equipment that may be needed by the Hirer. However, Allia accepts no responsibility for this advice, nor does it warrant, guarantee or promise that any advice given by its employees, servants or agents as to whether any hired equipment is suitable for the particular or any purpose for which it is, or may be required.

2.6

It is a condition of hire that the Hirer declares the purpose of hiring the equipment and where it will be used. This is to prevent unacceptable risks being taken with Allia's equipment. Allia reserves the right to decline a request to hire if it is not satisfied with the declared purpose of the hire. It is therefore more likely for the Hirer to be able to hire if as much detail as possible regarding the equipment's use is provided.

2.7

The Hirer shall not assign, transfer or otherwise part with possession of the equipment during the period of hire without prior written consent of Allia. The Hirer will permit Allia at all reasonable times to inspect the equipment including procuring access to any premises where the goods are located.

2.8

Any intention to take the equipment outside of the UK must be notified in writing to Allia prior to commencement of the hire and proof of return documentation would need to be provided. Allia reserves the right to decline hire for any overseas use.

2.9

The Hirer shall take adequate and proper measures to protect the equipment from theft, damage and other risks, the equipment will be hired along with protective flight cases and carry bags.

2.10

The Hirer shall not permit the equipment to be used for any abnormal or hazardous assignments without the prior written consent of Allia.

2.11

The Hirer shall notify Allia of any change of address, and upon Allia's request provide details of the location of the equipment.

2.12

The Hirer must clear the Memory cards before returning them to the innovation lab, be aware that once returned to the innovation lab the Memory cards will be wiped clear regardless of content stored.

3. Collection of Equipment

3.1

Allia shall endeavour to have the hirers order of all the required equipment in one consignment. Should any equipment be unavailable at time of collection the Hirer consents to a rescheduled collection date for the rest of the equipment, Allia will work with you to arrange the rescheduled collection for the rest of the order to be at the Hirers best convenience.

3.2

The Hirer will collect the hired equipment of the agreed first day of hire. In the event of any damaged or missing equipment, the Hirer shall immediately inform Allia.

3.3

Where the hired equipment is not collected on the agreed first day of the hire period then an agreed time the following day can be arranged for collection, however, the hire period shall remain to the same date as shown on the Order Confirmation, unless otherwise agreed by both parties.

3.4

Equipment must be returned to the Innovation lab at Allia on the agreed return date, packaged and in the same condition as the equipment was initially hired in.

3.5

The Hirer shall be liable to Allia for any loss of, or damage to, the equipment resulting from failure to repackage, and store equipment during the hire, as the equipment is provided at the beginning of the hire period.

3.6

If the equipment is not returned at the end of the hire period, 4pm on the last day of hire, the Hirer will be charged a late return fee of £15. In the event that the equipment is not returned within 24 hours of 4pm on the last day of the agreed return date, the Hirer will be charged a fee equal to a full day's rental for each day that the equipment remains unreturned.

3.7

Where the equipment is not returned to Allia immediately following the end of the Hire Period and the Hirer has failed to either contact Allia and explain the circumstances, or negotiate an extension to the agreed Hire Period Allia will conduct an investigation, may inform the Police reporting the equipment as stolen, and will take steps to recover the equipment including, but not limited to, charging the Customer's credit or debit card for the full price of replacement equipment.

4. Loss or Damage to Equipment

4.1

The Hirer shall be responsible for the safe keeping of the equipment throughout the hire period and shall be liable to Allia for all loss of, and/or damage, to the equipment howsoever caused.

4.2

The Hirer shall not remove any labels from, and/or interfere with, the equipment or make any permanent modifications to it.

4.3

The Hirer will only use the equipment in a safe and correct manner in accordance with the operating manual/instructions supplied with the equipment. Basic training on the operation of the digital media can be provided at the time of collection should the Hirer need this, please request this at the time of hiring, or booking online.

4.4

The Hirer will notify Allia of any loss, damage, or theft to any equipment on hire immediately, and where theft has occurred, the police should be informed and a crime reference number obtained which should then be provided to Allia without unnecessary delay.

4.5

The Hirer shall not carry out, or attempt to carry out, any repairs to damaged equipment without the prior permission of Allia.

4.6

The Hirer shall pay Allia all costs for repairs to damaged equipment. The Hirer shall pay to Allia the full cost of replacing any lost equipment, or any equipment, which in the reasonable opinion of Allia is uneconomic to repair, with new equipment of the same or similar specification to that equipment which has been lost or damaged. An administration fee of £15 will be added to each missing or damaged item.

4.7

The Hirer shall also be liable for any loss of rental income resulting from such loss or damage for the period it takes to effect repairs, up to and including the replacement value of the equipment.

4.8

Where equipment is returned with missing components, the Hirer shall ensure that said components are returned to the Innovation lab at Allia within 1 working day of being notified. If the components are not returned by this time and no agreement has been made with Allia, all monies owed for replacing said components will become immediately due, and taken automatically from the deposit, or will be debited from the Hirer's card. This includes but is not limited to batteries, memory cards, cases and any other ancillary items connected with the equipment.

4.9

Allia recommends at all times that the Hirer uses memory cards tested and supplied by the Innovation lab at Allia. In the event of any damage to Allia's equipment relating to use of memory cards not supplied by Allia, the Hirer shall be liable for any damage caused to equipment. Allia assumes no responsibility for damage or liability of any kind resulting from the use of the equipment.

4.10

All digital sensors are inspected and, where necessary, cleaned before collection of the hired equipment. Allia assumes no responsibility for dust attracted to the chip after collection.

4.11

Allia recommends that you, the hirer, holds insurance, and that the insurance is in at the commencement of the hire.

4.12

Allia will investigate all losses of whatever value thoroughly. Where the loss is suspected to be by theft, the Hirer has an obligation to report the loss to the police and to obtain a crime reference number without unnecessary delay.

4.13

Please note that you remain liable for up to the full value of the equipment and we will take whatever action necessary to recover any costs

5. Reservations

5.1

Booking cannot be made without payment, making an enquiry either by telephone, email or in person, does not constitute booking the equipment. You will need to have received an order confirmation from the Innovation Lab at Allia.

5.2

Upon booking of the equipment, Allia shall charge the full hire fee, including all charges to the debit/credit card as given by the Hirer. Where the Customer is protected by consumer protection law, they shall have the right up to 14 working days after that booking to a refund where written notice of cancellation has been received.

5.3

Where the equipment, for reasons outside the Allia's control, ceases to be available for the duration of the hire period, Allia shall inform the Customer as soon as is practically possible. In such an event, Allia will endeavour to provide suitable replacement equipment. Where such equipment is not available to fulfil all, or part, of that order Allia can cancel all, or part, of the order and receive a full, or part, refund as applicable or re-schedule all, or part, of the order at no extra charge.

5.4

Where an account has been created over the telephone, proof of identification and these Terms and Conditions, signed by the card holder, (if the order was not placed online by the Hirer) must be e-mailed and verified before any order will be dispatched. In the event of all paperwork not being available at the time of dispatch and Allia is unable to contact the Hirer, the reservation will be cancelled and the full cancellation charge will apply.

6. Cancellation Policy

6.1

In respect of any order cancelled by the Hirer a £25 admin charge will apply up until 2 full working days of the date of collection of the order, after this the Hirer shall be liable to pay to Allia a cancellation charge equal to half the agreed hire charge. If the Hirer cancels the order within 1 full working day of the dispatch date, the Hirer shall be liable to pay to Allia a cancellation charge equal to the full hire charge. Where the Customer is such that the hire would be subject to the provisions of the Consumer Protection (Distance Selling) Regulations 2000, the Customer shall have the right to cancel the order by written notice up to 14 working days after confirmation of that order without penalty. By accepting delivery of the equipment ordered, defects or deficiencies notwithstanding, the customer agrees to pay the hire, insurance / deposit and carrier charges for said equipment.

6.2

Payment of any monies payable to Allia in respect of any agreement between the Hirer and Allia shall be made to Allia before any equipment is dispatched. Allia shall be entitled to receive full payment of the hire charges from the Hirer by collection of the order.

6.3

The Hirer shall pay all sums due to Allia under this contract without any set-off, deduction, counterclaim and/or any other withholding of monies. Allia reserves the right to charge the Customer's credit or debit card to the full value of the equipment in the event that the Hirer is considered to be in breach of these Terms & Conditions.

7. Deposit

7.1

The Hirer will be required to leave a deposit before Allia will confirm the booking and allow collection. The deposit will be secured either at the time of booking or 7 days before the date of collection, whichever is closest to said day of dispatch. In the event of the funds not being paid and Allia not being able to contact the Hirer, the reservation will be cancelled and the full cancellation charge will apply. Allia will release said deposit as soon as practicable once the equipment is returned and Allia is satisfied

all equipment is complete and undamaged. It may take 3-8 working days for the deposit to clear into the Hirer's bank.

8. Indemnity

8.1

The Hirer shall at all times fully indemnify Allia, its employees, servants and agents against all actions, costs, claims, demands, proceedings or liabilities arising from or in conjunction with equipment, materials or any other services supplied to the Hirer by the Company.

9. Privacy

9.1

All information gathered, received or relied upon by Allia will be regarded as private and will not be shared or divulged to third parties. The exception will be in the event that the Hirer fails to return the equipment and an investigation is conducted by Allia, in which circumstances information may, as appropriate, be shared with the police, insurance companies and other interested parties in pursuance of recovering Allia's equipment.

9.2

We reserve the right to withdraw the offer to hire equipment if we are not satisfied with the veracity of information provided.

I can confirm I have read, understood and I agree with the terms and conditions of this document for media equipment hire from the innovation lab.

Signature:

Print:

Date:
