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Hire & Sales Terms and Conditions

1. DEFINITIONS

- 1.1 "Company" means Green Room Power Limited trading as GRP Live or any other associated companies.
- 1.2 "Customer" means the person, company or organisation hiring Equipment from the Company wholly or mainly for purposes relating to its trade, business, craft or profession.
- 1.3 "Equipment" means all the Equipment hired out by the Company to the Customer as detailed in the hire form to the Customer by the Company upon delivery of the Equipment.
- 1.4 "Conditions" means the standard terms & conditions of the hire set out in this document and (unless the context otherwise requires) includes special terms and conditions agreed in writing between the Company and the Customer.
- 1.5 "Transit and Hire Period" means the period commencing when the Equipment leaves the Company's possession and ending when the Equipment has been returned to and accepted by the Company.
- 1.6 "Replacement Value" means the cost to the Company of replacing Equipment with new equipment of equivalent specification, including shipping, configuration, programming, installation and any associated costs.

2. BASIS OF HIRE

- 2.1 The Company shall hire out Equipment to the Customer in accordance with these terms and conditions. Upon receipt of the Customer's order the Company will release the Equipment with an accompanying hire booking that expressly incorporates these terms and conditions confirming the content of the Customers order.
- 2.2 In the event that the Customer collects the Equipment from the Company premises then, the Customer will be handed the hire booking at the time of collection.
- 2.3 The Equipment is hired to the Customer upon a daily or other agreed basis and must be paid for by the Customer in accordance with these conditions irrespective of whether or not the Equipment is used for the full duration of the contract period.
- 2.4 Any information or data contained in any of the Company's catalogues or price lists are for information only and do not form part of these conditions. The Customer acknowledges that it has not entered into the contract with the Company in reliance in such catalogues or price lists and accepts that the Company may alter the terms of those catalogues or price lists at any time without giving prior warning.
- 2.5 The Customer in hiring the Equipment undertakes not to alter or modify the equipment in any way.
- 2.6 The Customer shall not sell, assign, sub-let, lend, charge or otherwise part with possession of the Equipment or permit any third party to use the Equipment without the prior written consent of the Company.
- 2.7 The Equipment shall remain at the location notified to the Company and shall not be moved to any other venue, site or location without the prior written consent of the Company.
- 2.8 This agreement is not regulated by the Consumer Credit Act.

3. DELIVERY AND INSPECTION

- 3.1 Unless agreed in writing to the contrary, the Company shall make delivery of the Equipment to the Customer's premises.
- 3.2 All Equipment will be delivered at risk to the Company though the cost of the delivery will be borne by and charged to the Customer.
- 3.3 Delivery dates and times are estimates only. Time for delivery shall not be of the essence and the Company shall not be liable for any loss arising from delayed delivery.
- 3.4 The Customer shall inspect the Equipment immediately upon delivery or collection and shall notify the Company within 24 hours of any shortage, damage, defect or discrepancy. In the absence of such notification, the Equipment shall be deemed to have been delivered complete, in good condition and in accordance with the hire booking.

4. RISK AND PROPERTY

- 4.1 In the case of Equipment being delivered to the Customers premises the risk of damage to or loss of Equipment shall be passed to the Customer upon delivery of the Equipment.
- 4.2 In the case of the Equipment being collected by the Customer from the Company's premises, risk of damage to or loss of the Equipment shall pass to the time of collection. Immediately upon passing in risk to the Equipment, the Customer undertakes responsibility for insuring the Equipment at full replacement value until such time the Equipment is returned to the Company.
- 4.3 Notwithstanding delivery and passing of risk of the Equipment, or any other provision in these conditions, the property in the Equipment shall at all times remain vested in the Company.
- 4.4 The Customer shall keep the Equipment secure at all times and shall take all reasonable precautions to prevent theft, loss or damage.
- 4.5 The Equipment shall not be left unattended in unsecured locations and shall be stored overnight in locked premises or locked vehicles with appropriate security measures.
- 4.6 Failure to comply with clauses 4.4 and 4.5 shall constitute a material breach of this Agreement and may affect any claim made by the Customer.
- 4.7 The Company shall be entitled, upon reasonable notice, to inspect the Equipment during the Hire Period and the Customer shall provide reasonable access for such inspection.
- 4.8 The Customer shall immediately cease using any Equipment that is damaged, defective or suspected of being unsafe and shall notify the Company immediately.
- 4.9 In the event of theft, suspected theft, loss or criminal damage, the Customer shall:
 - 4.9.1 immediately notify the Police;
 - 4.9.2 obtain a crime reference number; and
 - 4.9.3 provide all relevant details and assistance reasonably requested by the Company.

4.10 USE OF EQUIPMENT

- 4.10.1 The Customer shall ensure that the Equipment is operated only by competent and suitably trained persons.
- 4.10.2 The Equipment shall only be used for its intended purpose and in accordance with any operating instructions or guidance provided by the Company or the manufacturer.
- 4.10.3 The Customer shall not remove, obscure or alter any serial numbers, identification labels, safety notices or asset tags attached to the Equipment.
- 4.10.4 The Customer shall not attempt to repair, dismantle, modify or otherwise interfere with the Equipment without the Company's prior written consent.
- 4.10.5 Any damage resulting from unauthorised repairs, modifications or misuse shall be the responsibility of the Customer.

5. WARRANTIES AND LIABILITIES

- 5.1 Subject to terms and conditions set below, the Company warrants that the Equipment will be supplied to the Customer in normal working order, will be free from defects and in material and workmanship.
- 5.2 Where defects in the Equipment occur under proper usage and are due to faulty design, material or workmanship then, the Company shall as reasonably practicable repair or replace at the option of the Company, free of charge all goods which proved defective during the contract period.
- 5.3 The above warranty is given by the Company subject to the following conditions:
 - 5.3.1 The Company shall be under no liability in respect of any defect arising from the fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alterations or repair of the Equipment without the Company's approval.
 - 5.3.2 The Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total contract price has not been paid by the due date.
 - 5.3.3 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Customer fails to notify the Company within 24 hours of any failure or defects becoming apparent in the Equipment or that should reasonably have become apparent.
- 5.4 The Customer will be responsible for ensuring that all relevant regulations, rules or statutory provisions governing or relating to the use of the equipment are complied with during the period of the contract and will indemnify the Company against any claims made against the Company in consequence of any non-compliance in any such regulations, rules or statutory provisions.
- 5.5 The Company shall not be liable for the licensing of music for public performance. It is the Customer's responsibility to ensure the appropriate PRS/PPL and MCPS licenses are obtained prior to the use of any copyright material. The Customer hereby agrees to reimburse the Company in full for any subsequent fees and charges resulting from any failure to obtain an appropriate license.
- 5.6 To the fullest extent permitted by law, the Company shall not be liable for any indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of goodwill or loss of anticipated savings arising out of or in connection with this Agreement.
- 5.7 The Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the total charges payable by the Customer under the relevant hire or sales contract.
- 5.8 Nothing in these Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud or any other liability that cannot legally be excluded.
- 5.9 The Company shall not be liable for any losses arising from the cancellation, postponement, interruption or disruption of any event, performance, production, exhibition, conference or other activity arising from Equipment failure, delayed delivery or any other circumstance, except where such liability cannot legally be excluded.

6. INSURANCE

- 6.1 The Customer shall throughout the Transit & Hire Period (without prejudice to any liability of the Customer to the Company) take responsibility for insuring the Equipment (including any replacement Equipment provided under clause 5.2) at its own expense. Underwriters against all loss or damage from all risks in an amount equal to the full new replacement value of the Equipment.
- 6.2 Notwithstanding clause 6.1, where the Company is providing production services and Company personnel remain present on site throughout the Event, the Company shall maintain insurance in respect of the Equipment during such periods only. Where Equipment remains on site unattended by Company personnel, including overnight periods, responsibility for insuring the Equipment shall revert immediately to the Customer.
- 6.3 When the Customer takes out a policy of insurance in respect of the Equipment to cover the Hire Period it shall notify its insurers that the Equipment is on hire from the Company and request the insurers to endorse a note of the Company's interest on the policy of insurance naming the Company as loss payee.
- 6.4 Where any event or accident occurs which is a risk covered by the Customer's insurance, the Customer shall:
 - 6.4.1 immediately notify the Company of such event or accident;
 - 6.4.2 not compromise any claim without the consent of the Company;
 - 6.4.3 indemnify the Company against all loss or damage to the Equipment not recoverable under the policy of insurance

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6.4.4 allow the Company to take over the conduct of negotiations and settlement of any claim relating to loss of or damage to the Equipment, except in relation to claims by the Customer for personal injury or damage to property unrelated to the Equipment;

6.4.5 at the expense of the Customer, take such proceedings (in the sole name of the Customer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as provided in these conditions.

6.5 If the Equipment is declared a total loss, the hire of it shall terminate, and the Company at its option shall apply any proceeds of insurance received by it:

6.5.1 towards a replacement of equivalent new value, which replacement shall be deemed to be included in these conditions for all purposes, and the Customer shall continue to be liable to pay Rentals as if such loss had not taken place; or

6.5.2 in or towards payment to the Company of the sum necessary to compensate the Company for the loss or profit suffered as a result of the loss of the Equipment.

6.6 The Company has the right to repair or have repaired the Equipment which suffers damage (and not a total loss), but if the Company does not choose to do so, the Customer is liable at its own expense (but subject to any insurance proceeds) to reinstate or repair it and shall continue to pay Rentals in respect of the Equipment during such reinstatement or repair.

6.7 The Customer is liable to pay to the Company any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss, and (subject to the application of insurance proceeds under clause 6.5) shall indemnify the Company accordingly.

6.8 Failure by the Customer to obtain or maintain insurance in accordance with these Conditions shall not relieve the Customer of any liability under this Agreement.

7. EXPIRATION OF CONTRACT

7.1 Upon return of the equipment to the company, these conditions shall continue to subsist until such time as the Company has been afforded the opportunity to thoroughly inspect the returned equipment.

7.2 Upon completion of the inspection of the returned Equipment, the Company reserves the right to charge the Customer the reasonable cost of repairing or, if more appropriate, replacing any Equipment, fair wear and tear excepted, that is returned otherwise than in accordance with these Conditions.

8. GEOGRAPHICAL EXTENT OF CONTRACT

8.1 It is the duty of the Customer to advise the Company where the hired Equipment will be used or if the Equipment is to be used outside of mainland UK to obtain the written consent of the Company.

9. ASSIGNMENT

9.1 These terms and conditions shall not be capable of the assignment or transfer to any other parties.

9.2 The Company may assign, sub-let, mortgage, charge or otherwise dispose of any of its rights or obligations under this agreement or any of its rights in and to any item of Equipment subject to and with the benefit of this agreement to any other person.

10. PAYMENT

10.1 The Company may, at its absolute discretion, require the Customer to pay the full cost of hiring the Equipment in advance of the Equipment being issued. Unless otherwise agreed in writing, invoices are due for payment in accordance with the agreed payment terms stated on the invoice. All prices and charges are exclusive of VAT unless expressly stated otherwise.

10.2 If any payment remains overdue, the Company may without notice enter any premises where the Equipment is reasonably believed to be located and repossess the Equipment. The Customer grants the Company an irrevocable licence to enter such premises for this purpose.

10.3 The Company reserves the right to charge interest on overdue sums at a rate of 8% per annum above the Bank of England base rate, accruing daily from the due date until payment is received in full.

10.4 The Customer shall indemnify the Company against all reasonable costs and expenses incurred in recovering overdue sums, including legal fees, debt recovery fees, tracing costs and repossession costs.

10.5 The Customer shall not withhold, delay, deduct or set off any payment due to the Company by reason of any dispute, count erclaim or alleged defect unless otherwise agreed in writing by the Company.

11. DEPOSIT

11.1 Prior to issuing any equipment for hire, the company may require a deposit from the Customer limited to the full replacement cost of the Equipment.

11.2 Any deposit paid may be applied against outstanding charges, damage, losses or replacement costs and any remaining balance shall be returned following completion of the Company's inspection process.

12. GENERAL

12.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the provisions of the conditions and the remainder of the provision in question shall not be affected thereby. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 Where the Equipment is subject to a finance agreement between the Company and a lender, the hiring of such equipment may be terminated by the Company giving 30 days written notice to the Customer if that lender becomes entitled to require possession of the Equipment under the terms of the finance agreement.

12.3 The contract shall be governed by the laws of England and Wales.

12.4 The Company shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond its reasonable control, including but not limited to acts of God, flood, fire, storm, epidemic, pandemic, war, terrorism, industrial disputes, transportation delays, utility failures, supplier failures, governmental restrictions or any other event beyond the reasonable control of the Company.

12.5 Unless otherwise agreed in writing, the Company may photograph or record Equipment installations for marketing, portfolio and promotional purposes provided that no commercially sensitive information is disclosed.

12.6 The Company accepts no responsibility for any Customer data stored on Equipment. The Customer is responsible for backing up all data and the Company may erase, remove or reformat any data remaining on returned Equipment without notice.

12.7 Where Equipment is used outdoors, the Customer shall ensure that suitable weather protection is provided at all times. Exposure to rain, flooding, excessive moisture or adverse weather conditions shall be deemed damage to the Equipment.

12.8 Where Equipment is connected to any third-party electrical supply, generator or distribution system, the Customer shall ensure that such supply is suitable, properly installed and adequately regulated. Damage arising from unsuitable power supplies shall be the responsibility of the Customer.

12.9 Where Equipment is rigged, suspended, raised or installed by the Customer or any third party engaged by the Customer, the Customer shall be solely responsible for ensuring that such installation complies with all applicable legal, safety and manufacturer requirements.

12.10 Equipment returned requiring cleaning beyond normal wear and tear, including but not limited to mud, excessive dirt, adhesives, tape residue, confetti, smoke fluid residue or similar contamination, may be subject to reasonable cleaning charges.

12.11 The Customer shall be responsible for all consumables used with the Equipment unless otherwise agreed in writing, including batteries, smoke fluid, haze fluid, confetti consumables, pyro consumables and similar items.

12.12 The Company reserves the right to substitute any item of Equipment with equipment of equivalent or superior specification where reasonably necessary due to availability, maintenance requirements, damage or circumstances beyond the Company's reasonable control. Any such substitution shall not constitute a breach of this Agreement provided that the substitute Equipment is reasonably suitable for the intended purpose.

13. PRE-HIRE CANCELLATION

13.1 If the Customer cancels all or part of a booking before the commencement of the Hire Period, the Company reserves the right to charge cancellation fees as follows:

13.1.1 More than 30 days before the Hire Period commences: 25% of the total contract value.

13.1.2 Between 15 and 30 days before the Hire Period commences: 50% of the total contract value.

13.1.3 Between 8 and 14 days before the Hire Period commences: 75% of the total contract value.

13.1.4 Within 7 days of the Hire Period commencing: 100% of the total contract value.

13.2 The Customer shall reimburse the Company in full for any costs, commitments, liabilities, cancellation fees or non-refundable expenses incurred by the Company with third parties in connection with the booking, whether such costs are incurred before or after cancellation by the Customer.

13.3 Where the amounts payable under clause 13.2 exceed the cancellation fee applicable under clause 13.1, the Company shall be entitled to recover the higher amount.

13.4 Any deposit paid may be retained and applied towards cancellation charges and other sums due under this clause.

13.5 Where Equipment, services or materials have been specially sourced, ordered, manufactured or reserved specifically for the Customer, the Customer shall remain liable for all costs incurred by the Company in relation to such items regardless of the date of cancellation.

14. EARLY TERMINATION

14.1 If the Customer wishes to terminate the hire of any item of Equipment before the end of the hire period it shall give the Company one month's written notice and pay the Company without deduction the termination payment set out in clause 14.2.

14.2 The termination payment referred to in clause 14.1 will be a debt and will be calculated as follows:

14.2.1 any rental or other payments of whatever nature in respect of the items of Equipment in question due as at the date of termination; and

14.2.2 all remaining rental payments which would have become due between the date of termination and the end of the hire period less a maximum discount of 50% of those remaining rentals.

14.3 The Company may terminate the Agreement before the end of the hire period if the Customer acts in such a way that the Company reasonably believes that the Customer is unwilling to meet the obligations under the Agreement. Specifically, but not exclusively, it is agreed that either of the following will constitute a failure to meet such obligations:

14.3.1 the Customer fails to meet any amounts due within 14 days of them becoming due;

14.3.2 the Customer fails to perform any other obligation under the Agreement after receiving reasonable notice that the Company requires such obligation to be fulfilled; or

14.3.3 the Customer enters administration, liquidation, bankruptcy, enters into any arrangement with creditors, ceases or threatens to cease trading, or the Company reasonably believes that the Customer may be unable to pay its debts as they fall due.

15. BASIS OF SALE

15.1 Title of goods does not transfer until full payment is received.

15.2 The Company shall sell equipment to the Customer in accordance with these terms and conditions. Upon receipt of the Customer's order the Company will release the Equipment with an accompanying sales booking that expressly incorporates these terms and conditions confirming the content of the Customer's order.

15.3 In the event that the Customer collects the equipment from the Company premises then, the Customer will be handed the sales booking at the time of collection.

15.4 Any information or data contained in any of the Company's catalogues or price lists are for information only and do not form part of these conditions. The Customer acknowledges that it has not entered into the contract with the Company in reliance in such catalogues or price lists and accepts that the Company may alter the terms of those catalogues or price lists at any time without giving prior warning.

15.5 The Company reserves the right to replace equipment for an alternative of similar or better quality. The Company will endeavour to inform the Customer of the changes as soon as possible.

15.6 In the event that payment is not made on the due date then, the company reserves the right to repossess the Equipment without incurring any liability for damage or loss that may be suffered by the Customer limited to the full replacement cost of the Equipment.

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