

## TERMS AND CONDITIONS OF HIRE

- I. The Hirer, by this signature, agrees to hire the goods, as described, from Sound Solutions for the hire period, to pay the total hire fee and to observe these terms and conditions.

### RENTAL PERIOD

- I. The hire period shall commence from the date of acceptance of goods to the Hirer until the goods are returned or repossessed by the Owner. The Owner may terminate the hire period after receiving proper confirmation of the theft or destruction of the goods. The Hirer shall return the goods to the Owner on the date due back specified on the agreement hereof or on such earlier date as the owner may require.

### HIRERS RESPONSIBILITY FOR LOSS OR DAMAGE TO GOODS

- I. The Hirer agrees that the goods will, at the end of the hire period or upon the date of repossession, be in good condition free from all damage or defects of any kind whatsoever except for ordinary wear and tear.
- II. The Hirer agrees to pay the owner for the Owners loss expenses and costs in respect of all such damage and defects which amount shall be immediately recoverable from the Hirer on demand.
- III. The Hirer shall accept full and total responsibility for goods on hire and all risk remain with the Hirer. The Owner acknowledges that no unit or item of goods hired are covered by the Owner by insurance whilst on hire and the Hirer covenants to insure goods in the name of the Hirer and the Owner jointly whilst on hire.
- IV. The Hirer accepts total responsibility for any accidental injury or damage involving goods provided by Sound Solutions and is fully aware that Sound Solutions are not liable for any injury or damage involving goods hired.

### HIRERS OTHER OBLIGATIONS

- I. The Hirer shall not allow or permit the goods on hire to be used by any person other than himself, members of the band, employees or colleagues of the Hirer PROVIDED ALWAYS that the Owner has received notice from the Hirer of the names of persons inclusive of the list above.
- II. To pay to the Owner, if requested, a deposit of 50% of the value of the package hired to be met immediately on presentation.
- III. To use the equipment in a skilful and proper manner and shall at its own expense keep the equipment in good and substantial repair and condition, reasonable wear and tear expected, and keep the same insured against fire, loss, damage or risk from whatever cause arising in the full replacement value thereof including the loss of future earnings during the period of replacement.
- IV. The Hirer will permit the Owner, and any person specified by the Owner, at all reasonable times, to have full access to the equipment and to inspect the state and condition thereof.
- V. The Hirer, during the continuance, will not sell or offer for sale, assign, mortgage, pledge, under-let, lend or otherwise deal with the equipment or any parts thereof in a manner prejudicial to the Owner's rights, but will keep the equipment in it's possession and will not remove the same or any part or parts thereof from the place where the equipment is for the time being without the previous consent of the Owner.

### PAYMENT

- I. The total hire fee shall be due to Owner from the Hirer within strictly seven days.
- II. The Hirer will on demand pay to the Owner interest on a daily basis calculated at the rate of 4% per day on all amounts due but unpaid.

### REPOSSESSION

The Owner may repossess the goods and the Hirer shall, on being so required by the Owner, forthwith return the goods to the Owner if:

- I. The Hirer is in breach of any term or condition hereof or has made any misrepresentation to the Owner, or
- II. The goods have been damaged in any way by the Hirer or any person who represents the Hirer.
- III. Under the circumstances stated in points I and II of Repossession, the Owner does not waive the right to the total hire fee.

Our liability in respect of any defect or failure of the goods supplied is limited by making good, replacement or repairing defects, which under proper use and conditions appear therein and arise solely from faulty design materials or workmanship. We do not represent or warrant that goods supplied by its capacity or performance or us are fit for the purpose for which you require it. We are not to be held liable for stoppages or any consequential loss or damage arising out of work done or services rendered under any contract of hire.

Whilst every endeavour will be made to supply goods as ordered, we reserve the right to substitute other designs.

### REMINDER:

**THE EQUIPMENT HIRED AS SIGNED FOR IN THE HIRE AGREEMENT OF THIS DOCUMENT IS NOT COVERED BY INSURANCE AGAINST FIRE, THEFT, BURGLARY OR ACCIDENTAL DAMAGE AND AS SUCH THE RESPONSIBILITY FOR LOSS OR DAMAGE OF THE EQUIPMENT LIES WITH THE HIRER. IF ANY ITEM(S) IS DAMAGED OR DESTROYED, THE HIRER IS LIABLE FOR THE FULL COST TO REPAIR OR REPLACE THE ITEM(S) AND THE LOSS OF FUTURE EARNINGS UNTIL THE ITEM(S) IS REPLACED.**

Hirer's signature: ..... Hirer's Name (in capitals): .....