

Sound By Design Ltd

CONDITIONS OF DRY HIRE

1. DEFINITIONS

- 1.1 "The Company" means Sound By Design Ltd or any other associated companies, representatives or agents.
- 1.2 "The Customer" means the person(s) or body to whom the equipment is hired out by the Company in accordance with these terms and conditions.
- 1.3 "The Equipment" means all the equipment hired out by the Company to the Customer as detailed in the hire form.
- 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.

2. BASIS OF HIRE

- 2.1 The Company shall hire out Equipment to the Customer in accordance with these Conditions. Upon receipt of the Customer's order the company will release the Equipment with an accompanying hire form 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 form 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.

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 Time for delivery is not of the essence and the Company can not be held responsible for late delivery howsoever occasioned.

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 Customer at 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 in the Equipment, or any other provision in these Conditions, the property in the Equipment shall at all times remain vested in the Company.

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 Where the Customer hiring the Equipment is acting other than as a consumer 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 PPL and PRS for Music (formally MCPS-PRS) licences 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.

6. EXPIRATION OF CONTRACT

- 6.1 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.
- 6.2 Upon completion of the inspection of the returned Equipment, the Company reserves the right to charge the Customer the full value of repairing or if more appropriate, replacing any equipment, fair wear and tear accepted, that is returned otherwise than in accordance with these Conditions.

7. GEOGRAPHICAL EXTENT OF CONTRACT

- 7.1 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.

8. ASSIGNMENT

- 8.1 These Conditions shall not be capable of the assignment or transfer to any other parties.

9. PAYMENT

- 9.1 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 to the Customer. The due date for the payment for hire of the Equipment by the Customer is the date of return stated upon the hire form provided by the Company.
- 9.2 In the event that payment is not made on the due date then, if the Equipment is still in the possession of the Customer, the Company reserves the right to repossess the Equipment without incurring any liability for damaged or loss that may be suffered by the Customer limited to the full replacement cost of the Equipment.

10. DEPOSIT

- 10.1 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. GENERAL

- 11.1 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 be not 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.
- 11.2 The contract shall be governed by the laws of England.