



V2. 1<sup>st</sup> May 2015

## Terms and Conditions of Hire

1. For the purpose of these conditions, 'The Company' shall be deemed to refer to 'Capital Sound Hire Ltd' and 'The Customer' to any company, partnership and individual who shall enter into any agreement with Capital Sound Hire Ltd. This contract shall be governed by English Law.
2. All equipment remains the property of the Company.
3. Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.
4. Hire commences upon collection from the Company and ceases upon return to the Company. Equipment is not regarded as returned until it is checked and inspected by an authorised member of the Company's staff and a formal receipt is issued by the Company.
5. Equipment hired will be entirely at the Customer's risk during the hire period and the Customer will be responsible for any loss or damage thereto howsoever arising. The Customer undertakes responsibility for insuring equipment against 'all-risks' to full replacement value. Any loss or damage to the equipment is to be reimbursed to the Company by the Customer to the full replacement value thereof.
6. It is the hirer's responsibility to ensure that all equipment is suitably covered to protect from liquid/moisture damage. This extends to weather related liquids- rain, sleet and snow and also audience related liquids such as Thrown drinks of any description. Any damage resulting from liquids on equipment will be passed on to the hirer along with downtime of potential hire periods.
7. Any damage to, or failure or, or defect in any hired equipment must be notified to the Company within 24 hours of its occurrence, and be confirmed in writing within three days of initial notification. In the absence of such notification the Customer will be charged with the cost or repair and replacement.



**8.** The Customer will be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of hire and the Company in no way assumes liability for the consequence of any non-compliance with any such regulations, rules or statutory provisions.

**9.** Equipment will be supplied to the Customer in normal working order, the Company's liability for any defect, or failure of the equipment hired is limited to the rectification of any defect of failure arising from normal usage.

**10.** The Customer undertakes to ensure that the Company's equipment shall not be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.

**11.** The Company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer, during the period of hire.

**12.** The Company cannot be held responsible for sound quality from the equipment if operated by third parties (i.e. engineers of the Customer or acts employed by the Customer).

**13.** Where the Company supplied system is being operated by Customer's engineers and under the control of the Customer, the Company employed system technician will step in to correct sound or reduce level only if approached directly by a representative from the Promoter (i.e. the production manager or promoters representative) and react accordingly. This specifically relates to situations where the event/show is working to local authority noise guidelines and buildings with similar guidelines. If the Company employed system tech has been notified in advance of noise guidelines by the representative from the promoter then the Company supplied system technician can step in and make adjustments to stay within agreed limits.

**14.** Equipment must not be altered by the Customer or modified in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the Customer. Any equipment found to have been modified or in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return.



**15.** The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire and in any change of location.

**16.** No equipment hired from the Company may be taken outside the Mainland of Great Britain, either to any offshore island or to any foreign country without the written consent of the Company.

**17.** It is an express condition of the hire that the Customer shall not offer for hire to any third party or parties any equipment which is the property of the Company, without the written consent of the Company.

**18.** If agreed charges are not paid on the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the Customer as a consequence of any such repossession.

**19.** In the event of any equipment ordered not being available for the hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the duration of hire.

**20.** No information or data contained in any of the Company's catalogues or price lists shall be deemed to constitute any part of a contract hire, such information being for the purpose of general description only.

**21.** Before issuing any equipment hire, the Company may require a deposit from the Customer which may be a sum up to the full replacement cost of the equipment hired. Similarly, the Company may, at its discretion require payment of the full hire charge in advance.