

## Terms and Conditions

1. In the following paragraphs "The owner" shall mean Audio Plus and "The Hirer" shall mean the person, firm or company whom the owner hereby offers to let equipment on hire by the owner to the hirer.

2. The owner will let and the hirer will take upon hire on the terms and conditions hereinafter mentioned, the equipment more particularly described in the Schedule overleaf.

3. Nothing said or done by any agent or employee of the owner which varies these terms shall be binding on the owner unless reduced into writing and signed by a Director with a specific reference to these terms.

4. The hirer shall pay to the owner at their request the sum specified overleaf by way of deposit and advance rental where applicable in accordance with the terms specified overleaf.

5. Punctual payment of each instalment of rental shall be of the essence of this agreement and the hirer shall be deemed to have repudiated this agreement if any instalment or part thereof shall remain unpaid for more than seven days after becoming due.

6. All sums payable to the owner under this agreement shall be paid to him at Audio Plus Colchester or such other address as the owner may from time to time specify and payments made by post shall be at the risk of the hirer.

7. During the continuance of the hiring the hirer shall:-

- 1) Punctually pay all sums in accordance with clause 3 Hereof and those terms specified overleaf;
- 2) Pay to the owner interest on overdue instalments of rental at a rate of 15 per cent per annum until payment thereof such interest to run from day to day and to accrue after as well as before any judgement;
- 3) (a) Keep the equipment in good and substantial repair and condition (Fair wear and tear expected) and replace all missing damaged or broken equipment or parts thereof with equipment or parts of equal quality and value and in default of so doing permit the owner to take possession of the equipment for the purpose of having repairs carried out and the owner shall have a lien on the equipment until such repayment but exercise of such lien shall not prevent the accrual of instalments of rental hereunder,  
(b) Will at all times during the period of hire:  
(i) Keep the equipment in its custody and control  
(ii) Ensure that the equipment is used in a proper manner and only by persons having the appropriate qualifications and experience in the use of the equipment  
(iii) Take proper care of the equipment and ensure that it is safely and properly stored  
(iv) Where spare lamps, diaphragms etc. are provided, they (or blown unit) must be returned at the end of the hire period, otherwise they will be charged in full.
- 4) Punctually pay all registration charges licence fees rent rates taxes and other outgoings payable in respect of any premises in which the equipment may from time to time be placed or kept and produce to the owner on demand the last receipts for all such payments the owner being at liberty in the event of default by the hirer under this sub-clause to make all or any of such payments and the recover the amount thereof from the hirer forthwith;
- 5) Permit the owner and any person authorised by him at all reasonable times to enter upon the premises in which the equipment is for the time being placed or kept for the purpose of inspecting and examining the condition of the equipment;
- 6) Keep the equipment at all times in his possession and control and to notify the company of the place where it is for the time being and not to cause or permit any of the equipment to be so affixed to the premises in which it shall be for the time being to situate as to become fixtures
- 7) Notify the owner of any change in the hirers address and upon request by the owner promptly inform the owner of the whereabouts of the equipment and advise the owner when the equipment is being taken outside the UK
- 8) Indemnify the owner against loss or damage to the equipment or any part thereof from whatever cause arising and whether or not such loss or damage results from the negligence of the hirer;
- 9) Punctually pay for all repairs to or treatment of the equipment and keep the same free from any distress execution or any other legal process;10) not sell assign let pledge mortgage charge encumber or part with possession of or otherwise deal with the equipment or any interest therein or create or allow to be created any lien on the equipment whether for repairs or otherwise shall the hirer remove deface obliterate or cover up any label plate or other mark indicating that the equipment is the property of the company and in the event of any breach of this sub-clause by the hirer the owner shall be entitled (but shall not be bound) to pay any third party such sum as is necessary to procure the release of the equipment from any charge in cumbrance or lien and to recover such sum from the hirer forthwith;

11) Immediately after the signing of this agreement insure the equipment and keep the same insured during the continuance of the hiring against loss or damage by accident fire and theft to the full replacement value thereof with some insurance company to be approved by the owner under all risks policy of insurance in the name of the owner free from restriction or excess and in default of the free hirer so doing the owner may insure as aforesaid and recover the cost thereof from the hirer forthwith. The hirer hereby irrevocably appoints the owner his agent for the purpose of receiving all monies under the said policy and giving a discharge thereof;

12) Punctually pay all premiums payable under the said policy produce the receipts for such payments to the owner on demand do everything necessary to maintain the said policy in full effect and not do anything whereby the said policy will or may be vitiated;

13) Pay to the owner all expenses (including legal costs on a full indemnity basis) incurred by or on behalf of the owner in ascertaining the whereabouts of the equipment taking possession of it by reason of a breach by the hirer or any provisions of this agreement and preserving insuring and storing the equipment thereafter and of any legal proceedings taken by or on behalf of the owner to enforce the provisions of this agreement.

14) Title notwithstanding delivery the property title and beneficial ownership in goods remains with the seller until the buyer has paid in full. If such payments are overdue in whole or in part the seller may (without prejudice to any other rights) recover and re-sell the goods and may enter upon the Buyer's premises for that purpose.

8. 1) The hire charge for equipment commences (unless otherwise expressly agreed in writing) on the day the equipment leaves the premises of the owner and terminates at the end of the agreed hire period if the equipment has been returned to the owner in the same condition as it was at the commencement of hire, fair wear and tear expected. In the event that the equipment is lost, damaged or destroyed, the period in respect of which a hire charge shall be payable at the same rate shall continue until such time as the equipment (if lost) is recovered and returned to the owner, or (if damaged) is repaired and available for re-hire, or (if destroyed or otherwise lost) is replaced by an equivalent or comparable item available for hire. Any such additional hire charge for lost, damaged or destroyed equipment shall not exceed an amount equal to thirteen weeks rental of that equipment

2) The owner reserves the right generally or for any particular service, client or class of equipment to alter at any time and without previous notice the prices and specifications published in its equipment hire catalogue but no such alteration shall effect a contract of hire then current.

3) Where the equipment is lost stolen destroyed or damaged by the negligence or wrongful act of a third party the hirer shall immediately notify the owner thereof, shall not compromise any claim without the consent of the owner, shall allow the owner to take over the conduct of the negotiations (except in relation to claims made of the hirer for personal injuries loss of use of the equipment or loss or damage to the property of the hirer unconnected with the equipment) and shall at his own expense take such proceedings (in the hirer's sole name or jointly with the owner) as the owner shall direct, holding all sums recovered together with any monies received by the hirer under any policy of insurance taken out by the hirer pursuant to the provisions of this agreement on trust for the owner and paying or applying as the owner directs such part thereof as is necessary to discharge the hirers liability to the owner at the date of such payment and to compensate the owner for the loss theft or destruction of or damage to the equipment any surplus being retainable by the hirer for his own benefit.

9. 1) The hirer may determine the hiring at any time by giving three days notice in writing to the owner and delivering up the equipment to the owner at Audio Plus Colchester or at such other address as the owner may have previously specified in writing and upon the expiration of such notice and such delivery being made the hiring shall come to an end but without prejudice to any pre-existing liability of the hirer hereunder and the hirer shall not be entitled to repayment of any sums previously paid by him to the owner under the terms of this agreement not to any such credit allowance in respect of any such payments.

2) Orders for the supply of goods may be varied (subject to availability) or cancelled up until 12.00pm on the date prior to delivery. Any cancellations or amendments after 12.00 pm on the date prior to delivery are requests only and cannot be guaranteed.

10. 1) If the hirer shall make default in payment of any of the sums payable hereunder or shall fail to observe or perform any of the other terms and conditions of this agreement whether express or implied the owner may without prejudice to any pre-existing liability to the hirer to the owner by notice in writing served personally on the hirer or sent to him by prepaid post to or left at the last known business or private address determine this agreement and upon such notice being so served sent or left this agreement and the hiring thereby constituted shall for all purposes determine and thereafter the hirer shall no longer be in possession of the equipment with the owners consent and subject to the Provision of clause 9 hereof and any pre-existing liability of the hirer hereunder neither party shall have any rights against the other.

2) If the hirer shall commit an act of bankruptcy or have a receiving order made against him or shall make any arrangement with his creditors or any assignment for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of the hirers property or any judgement against the hirer

shall remain unsatisfied for more than fourteen days or if the hirer shall abandon the equipment then this agreement shall automatically and without notice determine and thereupon the hirer shall cease to be in possession of the equipment with the owners consent and subject to any pre-existing liability of the hirer hereunder neither party shall have any rights against the other.

3) Where the buyer varies or cancels goods under clause 9 after 12pm on the date prior to delivery the Buyer shall be liable for the price of the goods if the Seller is unable to dispose of the goods to an alternate purchaser within seven days of cancellation variation.

11. Upon the termination of this agreement pursuant to clauses 9 and 10 hereof the owner may without notice retake possession of the equipment and may for that purpose himself his servants or agents without previous notice enter upon any land or premises on or in which the equipment or any of it is or is believed by the owner to be situated.

12. The equipment shall remain the property of the owner and nothing contained in this agreement shall confer or be deemed to confer any interest in the equipment on the hirer.

13. The hirer shall take the equipment in the condition in which it is at the date of this agreement and the owner does not in any way represent or warrant that the equipment is of merchantable quality or suitable or fit for the particular or any purpose for which it is or may be required.

14. No liability shall attach to the owner either in contract or in tort for loss injury or injury damage howsoever sustained by reason or any defect be latent or apparent on examination or without prejudice to the generality of the foregoing in the operation setting up packing away moving transporting or any like manner where by reason of the presence of the equipment any loss injury or damage shall be sustained.

15. Any notice given to the hirer under this agreement shall be validly given if served by any of the methods specified in clause 10 (1) hereof and shall if sent by post be conclusively deemed to have been received by the hirer within forty-eight hours after the time of posting.

1) Where the hirer varies or cancels goods under clause 16 after 12.00pm on the date prior to delivery the Hirer shall be liable for the price of the goods if the owner is unable to dispose of the goods to an alternative purchaser within seven days of cancellation or variation.

2) Where the hirer varies or cancels the hire of goods under clause 16 after 12.00pm on the date prior to delivery the hirer shall be liable for the costs incurred by the owner in performance of the contract with the hirer and the hirer shall be liable for the costs incurred by the owner to third parties whose services have been engage in performance of the contract with the hirer.

16. 1) Where the owner shall supply an operator with the equipment for any purpose whatsoever including instructing the hirer in the use of the equipment such operator shall be deemed to be an agent servant or employer of the hirer and not the owner and the owner shall not be liable for any act error or omission of the operator howsoever caused.

2) Orders for the supply of goods may be varied (subject to availability) or cancelled up until 12.00pm on the date prior to delivery. Any cancellations or amendments after 12.00pm on the date of delivery are requests only and cannot be guaranteed.

17. No relaxation forbearance delay or indulgence by the owner in enforcing any of the terms and conditions of this agreement or the granting of time by the owner to the hirer shall prejudice affect or restrict the rights and powers of the owner hereunder nor shall any waiver of any breach hereof. The owner will not waive (or be deemed to have waived) any rights under these conditions by accepting the return of equipment or repossessing the same.

18. Film, magnetic tapes, equipment, materials and property ostensibly belonging to the hirer in the possession or custody of or handled by the owner for the general balance of all monies from time to time due to the owner from the hirer.

19. This agreement shall not commence unless and until it has been signed by or on behalf of the owner and the hirer has paid any deposit prescribed by law.