



**puretech**  
sound systems

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**Pure Tech Sound Systems**

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## **Hire Agreement**

### **1. DEFINITIONS**

1.1 The company means Pure Tech Sound Systems.

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 on the equipment hire list which is to be signed by the customer 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.

### **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 customer's 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 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 Time for delivery is not of the essence and the company cannot be held responsible for late delivery howsoever occasioned.

### **4. RISK AND PROPERTY**

4.1 In the case of equipment being delivered to the customer's 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 of 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, willful 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.

### **6. INSURANCE**

6.1 The customer shall throughout the 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. The Company shall take responsibility for insuring the Equipment (including any replacement Equipment provided under clause 5.2) when the Company are providing production services in addition to Equipment supply and are present on site for the duration of the event. In the event of Company staff not being present for example overnight) the customer will take responsibility for insuring the Equipment at its own expense for this agreed period of time.

6.3 If 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 Owner 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 customers 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

6.4.4 allow the Company to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, loss of use of the Vehicle, or loss of or damage to the property of the customer unconnected with the vehicle); and 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 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.

## 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 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.

## 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 Payment terms will be agreed in writing prior to the equipment being delivered to the customer.

10.2 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.

10.3 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 damage or loss that may be suffered by the customer limited to the full replacement cost of the equipment

## 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.

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

## 13. EARLY TERMINATION

13.1 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

13.2 The termination payment referred to in clause 13.1 will be a debt and will be calculated as follows:

13.2.1 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;

13.2.2 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.

13.3 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;

13.3.1 the customer fails to meet any amounts due within 14 days of them becoming due;

13.3.2 the customer fails to perform any other obligation under the agreement after receiving reasonable notice that the company requires such obligation to be fulfilled.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Client Name: \_\_\_\_\_