

Intasound Music Equipment Hire

Terms and Conditions

1. INTERPRETATION

- a. In these conditions the following words have the following meanings: "Contract" means a contract which incorporates these conditions and are made between the Customer and the Supplier for the hire of Goods; "Customer" means the person, firm, company or other organisation hiring Goods; "Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier; "Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events; "Goods" means any equipment, speaker, stand, microphone, instrument, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer; "Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period; "Supplier" means Intasound Music Ltd and will include its employees, servants, agents and/or duly authorised representatives

2. BASIS OF CONTRACT

- a. Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the Goods are unavailable due to circumstances beyond the Supplier's control.
- b. Where hire of the Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly, the hire of any Goods is not covered by the Consumer Credit Act 1974.
- c. Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions, but this shall not affect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

3. PAYMENT

- a. The amount of any Deposit, Rental, or monies for the goods shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list. Where a Deposit is required for the Goods it must be paid in advance of the Customer hiring the Goods. The Supplier may also require an initial payment on account of the Hire in advance of the Customer hiring the Hire Goods.
- b. The Customer shall pay the Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, inclusive of any applicable VAT.
- c. Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- d. The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- e. The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.
- f. 24 hr hire periods start and end on Midday. Collection of the Goods is allowed any time after Midday on the start of the hire period. Goods will be returned by Midday at the latest on the return date. Late returns will incur further payments chargeable at the 24 hire rate.

4. RISK OWNERSHIP AND INSURANCE

- a. Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
- b. Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.
- c. Ownership of the Hire Goods remains at all times with the Supplier.
- d. The Customer must not deal with the ownership or any interest in the Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However, the Customer may re-hire the Goods to a third party with the prior written consent of the Supplier.
- e. The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental in accordance with Financial Services Authority Requirements. Alternatively the Supplier may require the Customer to insure the Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Goods and/or any associated insurance without the Supplier's written consent.

5. DELIVERY, COLLECTION, AND SERVICES

- a. It is the responsibility of the Customer to collect the Goods from the Supplier, and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Goods to and/or collect the Hire Goods from the Customer, it will do so at an extra delivery cost and such delivery and/or collection will form part of the Services.
- b. If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 3 working days from the end of the Hire Period whereupon the Supplier shall be liable for any loss, damage or theft thereafter.
- c. Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to clause 7.

- d. The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub- contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
- e. If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

6. CARE OF HIRE GOODS

- a. The Customer shall:-
 - i. not remove any labels from and/or interfere with the Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;
 - ii. notify the Supplier immediately after any breakdown, loss and/or damage to the Goods;
 - iii. take adequate and proper measures to protect the Goods from theft, damage and/or other risks;
 - iv. notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Goods;
 - v. permit the Supplier at all reasonable times and upon reasonable notice to inspect the Goods including procuring access to any property where the Goods are situated;
 - vi. keep the Goods at all times in its possession and control and not to remove the Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
 - vii. be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;
 - viii. not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Goods;
 - ix. not continue to use Goods where they have been damaged and will notify the Supplier immediately if the Goods are involved in an accident resulting in damage to the Goods, other property and/or injury to any person.
 - x. The Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Goods.
 - xi. Where cables are taken as part of the hire, cables to be returned in a clean condition, and wrapped and tied in a neat fashion, as they were provided. If not there may be a minimum £10 cleaning charge taken from your deposit.
 - xii. If the goods are returned later than the date specified on the receipt, then you will be liable for a daily charge for every day that the goods are late back

7. BREAKDOWN

- a. Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.
- b. The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Goods due to the Customer's negligence, misdirection and/or misuse of the Goods.
- c. The Supplier will at its own cost carry out all routine maintenance and repairs to the Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.
- d. The Customer must not repair or attempt to repair the Goods unless authorised to do so in writing by the Supplier.

8. LOSS OR DAMAGE TO THE HIRE GOODS

- a. If the Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 8.c., until such repairs and/or cleaning have been completed.
- b. In respect of any Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will; pay to the Supplier the new replacement cost for any Goods less than twelve (12) months old from first registration; and/or reimburse the Supplier for any loss or costs suffered or incurred by the Supplier for any Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance in respect of the Goods.
- c. The Customer shall remain liable to pay the Rental for the Goods up to and including the date it notifies the Supplier that the Goods have been lost, stolen and/or damaged beyond economic repair.
- d. In addition to the obligation in clause 3 to pay the Rental, from the date the Customer notifies the Supplier that the Goods have been lost, stolen and/or damaged beyond economic repair until the date the Supplier has replaced such Goods ("Lost Rental Period"), the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Goods as quickly as possible using the monies paid under clause 8.b. Above.

9. TERMINATION BY NOTICE

- a. If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.
- b. If the Hire Period does not have a fixed duration either the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.
- c. Early return of the goods does not entitle the customer to any form of discount or refund.
- d. A full refund is allowed on customer cancellations with over 90 days notice from the start of the hire period. A 50% refund is allowed on customer cancellations with over 30 days notice from the start of the hire period. No refunds are offered on cancellations within 30 days of the hire start date.

Print Name

Date

Sign Name