

CONDITIONS OF HIRE

1. DEFINITIONS

In these conditions:-

‘Owner’ – means The Warehouse Sound Services Ltd

‘Hirer’ – means the person, firm or company who has ordered from the Owners the equipment as detailed.

2. HIRE CHARGES

All hire charges run from the day of collection/delivery until the day of return to ‘The Warehouse’ unless previously agreed in writing.

3. CANCELLATION FEES

Where the hirer cancels a hire that has been prebooked the following cancellation fees may be applied by the owner.

Within 24 hours of the booked start of the hire - 75% of total hire charge.

Within 72 hours of the booked start of the hire - 50% of total hire charge.

Within 7 days of the booked start of the hire - 25% of total hire charge

4. EQUIPMENT

The equipment must not be modified or altered by the Hirer or by anyone acting on behalf of the hirer. Equipment remains the property of the Owner at all times. Rehire is not permitted without prior consent

5. RESPONSIBILITY

The Hirer is advised to establish that the equipment booked is suitable for the use that the Hirer intends. Exact model number/s will be supplied at time of booking by the owner if requested by the Hirer. The Hirer assumes responsibility for the equipment once it leaves the premises of the Owners. Any damage to or loss of equipment on hire however caused, is to be made good by the hirer. The hirer is advised to take out adequate insurance cover to facilitate this. The equipment shall be assumed to be on hire until its return to the Owner or until any loss or damage has been paid for by the hirer.

6. USE OUTSIDE THE UK

Where equipment is to be used outside the U.K. the Hirer is responsible for any paperwork with regard to import and export. The Hirer is liable for hire charges from the date the equipment leaves the Owners premises until its return thereto.

7. OWNERS LIABILITY

The Owners shall not be liable for any damage to equipment not supplied by the Owner where connected to equipment hired from the Owner by anyone other than by an agent or servant of the Owner.

The owners shall not be liable for the unsuitability of the equipment booked by the hirer. Exact model number/s will be supplied at time of booking by the owner if requested by the Hirer. The Hirer is advised to establish that the equipment booked is suitable for the use that the Hirer intends. The Owners shall not be liable for any damage or defect caused by negligent handling by anyone other than a servant of the Owners or damage to the equipment after delivery or collection whether by a carrier or his appointed agent.

Whilst every endeavour will be made to supply equipment in good working order, the Owners liability shall, in the event of a defect, be limited to replacing or at their discretion, repairing, any defective part of the equipment.

The Owners shall not be liable for any damage or defect caused by negligent handling by anyone other than a servant of the Owners or damage to the equipment after delivery or collection whether by a carrier or his appointed agent.

8. INSTALLATION AND OPERATION

All equipment hired by the Hirer should be installed and operated by competent personnel. The hirer undertakes to use the Goods at all times in accordance with the instructions and methods (if any) and/or for the purposes recommended by the owner. No responsibility can be accepted by the Owners for damage to property or personnel whilst equipment is on hire to the Hirer.

9. SIGNATURE

The signature given on collection or delivery, by the Hirer or his servant or agent, for receipt of the goods is conclusive evidence that the goods were complete and in proper working order at that time. The signature given on collection or delivery, by the Hirer or their agent, signifies acceptance of these conditions of hire and authorisation so to do.

10. CABLING

Cabling is supplied coiled and must be returned in a similar fashion, otherwise a charge of £1.50 per cable will be made for recoiling. Likewise a charge of £5.00 per end will be made for any connectors removed, in addition to the cost of the connectors.

11. PAYMENT

Unless otherwise agreed in writing by the owner, charges are due and payable within 30 days of date of invoice ('the due date') for approved account holders only. All others are required to pay for the hire in full prior to the hire. In some circumstances a full or part payment may be required by the Seller as confirmation of the booking.

Any discount offered by the owner to the hirer is dependant on full settlement being received the owner no later than 30 days after the date of the owners invoice. Failure to make prompt payment automatically cancels any and all discounts offered.

12. OVERDUE PAYMENT

Without prejudice to the owner's other rights, the owner reserves the right to charge interest to be added to any late payment from the due date for payment at the rate of 2% per calendar month above the base rate from time to time of The Royal Bank of Scotland plc until full payment has been received.

If the Hirers fail to pay any sum due in accordance with the terms of the quotation and of these conditions of hire or if the Hirers commit an act of bankruptcy or make or enter into any deed of arrangement or composition with their creditors or being a company enter into liquidation whether compulsory or voluntary or allow any execution whether legal or equitable to be levied against their property or obtained against them then the owners may but without prejudice to any other rights of remedies forthwith terminate the contact and repossess all their equipment.

13. GOVERNING LAW AND JURISDICTION

All contracts incorporating these Conditions of Sale shall be governed by and construed in accordance with the laws of Scotland and the Buyer agrees to submit to the non-exclusive jurisdiction of the Scottish Courts.