

## 1 Definitions and Interpretation

- 1.1 The OWNER is RG Jones Sound Engineering Limited which is the company letting the Equipment on hire and includes its successors, assigns or personal representatives
- 1.2 The HIRER is the Company, firm, person, Corporation or public authority, taking the Owner's equipment on Hire and includes the Hirer's successors or personal representatives.
- 1.3 EQUIPMENT covers all classes of equipment including instruction data and accessories which the Owner agrees to hire to the Hirer.
- 1.4 A CHARGEABLE DAY shall be the period of 24 hours from 09.00 hrs on any day during which the Equipment or any part thereof is hired to the Hirer by the Owner under the Hire Contract.
- 1.5 WORKING DAY means any day other than a Saturday, Sunday, Christmas Day, Good Friday and any statutory Bank Holidays.
- 1.6 HIRE CONTRACT means any contract made subject to these conditions.
- 1.7 SITE means the place of business or premises to which the equipment is delivered by the Owner to the Hirer or such other place as maybe mutually agreed between the Owner and the Hirer as the place at which the Equipment is to be used.
- 1.8 WRITING includes writing, facsimile or other electronic communication.
- 1.9 HIRE CHARGES means the daily rental charge paid by the Hirer to the Owner for the hire of the equipment.
- 1.10 OPERATOR means an engineer, technician or driver the services of whom are supplied by the Owner to the Hirer under the hire contract.
- 1.11 The headings in these Conditions are for convenience only and shall not affect their interpretation

## 2 Extent of Contract

- 2.1 No conditions other than specifically set forth in the Offer and Acceptance and herein, shall be deemed to be incorporated in, nor form part of the Hire Contract.

## 3 Delivery in Good Order and Maintenance

- 3.1 Unless notification in Writing to the contrary is received by the Owner from the Hirer, in the case of Equipment supplied with an operator within four Working Days, and in the case of Equipment supplied without an operator within three Working Days, of the Equipment being delivered to the Site or collected from the Owner, the Equipment shall be deemed to be in good order and to the Hirer's satisfaction.
- 3.2 Any inspection report required under any relevant legislation or a copy thereof, shall be supplied by the Owner if required by the Hirer and returned on completion of hire.

## 4 Hirer's Obligations

- 4.1 The Hirer shall be responsible for unloading the Equipment at Site and any personnel supplied by the Owner shall be deemed to be under the Hirer's control.
- 4.2 The Hirer shall be responsible for the safe keeping of the equipment, use of the Equipment a workmanlike manner and within the Manufacturer's rated capacity and the return of the Equipment on completion of the hire in good order, and in clean condition.
- 4.3 The Hirer shall when hiring the Equipment without an Operator take all reasonable steps to keep himself acquainted with the state and condition of the Equipment. If the Equipment is used in an unsafe state the Hirer shall be solely responsible for any damage, loss or accidents arising (whether directly or indirectly) therefrom.
- 4.4 The Hirer shall at all reasonable times allow the Owner, his Agents or his Insurers, to have access to the Equipment to inspect, test, adjust, repair or replace the same. So far as reasonably possible such work shall be carried out at times to suit the convenience of the Hirer.
- 4.5 The Hirer shall take all reasonable care of and be responsible to ensure a suitable environment for the Equipment. The Hirer shall be responsible for all costs involved in recovering the Equipment from soft ground.
- 4.6 The Hirer shall not re-hire, sublet or loan the Equipment to any third party without the written permission of the Owner and in the event of that permission being given, only on such terms as the Owner deems fit.
- 4.7 The Hirer shall not move the Equipment from the Site without the permission of the Owner and in the event of that permission being given only on such terms as the Owner deems fit.
- 4.8 The Hirer shall not remove, deface or cover up, the Owner's name plate nor mark on the Equipment indicating that it is his property.
- 4.9 The Hirer shall pay the cost of and, if required by the Owner, arrange transport of the Equipment from the Owner's depot or equal to the Site and return to the Owner's depot or equal on completion of the hire period.
- 4.10 Where it is agreed that an Operator is to be supplied by the Owner with the Equipment the Hirer shall provide reasonable access to the site for installation, removal and testing the equipment. If such access is not provided by the Hirer for any reason whatsoever, then the Hirer will be responsible to the Owner for all costs incurred by the Owner resulting from such lack of access.
- 4.11 If the equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office and in respect of any claim not within the Hirer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

## 5 Owner's Obligations

- 5.1 When an Operator is supplied by the Owner with the Equipment the Owner shall supply a person competent in operating the Equipment and such person shall be under the direction and control of the Hirer. The Operator shall for all purposes in connection with his employment in the working of the Equipment be regarded as the servant or agent of Hirer who alone shall be responsible for all claims arising in connection with the operation of the equipment by the Operator. The Hirer shall not allow any other person to operate such Equipment without the Owner's previous consent in Writing.
- 5.2 The Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising through any cause whatsoever in connection with this hire contract.
  - 5.2.1 No liability shall attach to the Owner either in contract or in tort for loss (including loss of profits) injury or damage sustained by reason of any defect in the goods whether such defect be latent or apparent on examination.
  - 5.2.2 Temporary failure of the equipment does not entitle the Hirer to treat the contract as terminated.

## 6 Breakdown Repairs and Adjustment

- 6.1 Any breakdown or unsatisfactory working of any part of the Equipment shall be notified immediately to the Owner by the Hirer in Writing. Any claim for breakdown time will only be considered from the time and date of receipt of such notification.
- 6.2 The Hirer shall not repair the Equipment without the authority of the Owner in Writing. Allowance for the reasonable cost of repairs shall only be made by the Owner to the Hirer when repairs have been so authorised.
- 6.3 The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner during the continuance of the Hire Contract, and for the payment of Hire Charges during any period the equipment is necessarily idled due to such breakdown, loss or damage.
- 6.4 If during the hire period the Owner decides that urgent repairs to the Equipment are necessary he may arrange for such repairs to be carried out on site or at any location of his nomination. In that event the Owner shall replace the Equipment with similar Equipment if available, the Owner paying all transport charges involved. In the event of the Owner being unable to replace the Equipment he shall be entitled to determine the Hire Contract forthwith by giving notice in writing to the Hirer.
- 6.5 Each item of equipment specified in the Hire Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of equipment working in conjunction herewith, provided that where two or more items of equipment are hired together as a unit such item shall be deemed a unit for the purpose of breakdown.

## 7 Basis of Charging

- 7.1 Equipment shall be hired out at per Chargeable Day or such other period as may be mutually agreed between the Owner and the Hirer.
- 7.2 Equipment shall be returned in accordance with clause 15.4 not later than 10.30 am of the day after the final Chargeable Day. If the Hirer shall not return the Equipment of any part thereof by such date and time he shall pay Hire Charges at the full daily rate for each day or part of day until the return of such Equipment or part thereof.
- 7.3 If the Hirer wishes to retain the Equipment for an extended or further period of hire, prior permission must be obtained from the Owner.
- 7.4 Any item of equipment lost or stolen or damaged will be charged to the Hirer at replacement cost together with any other costs and losses necessarily incurred by the Owner due to the non-return of such items, such losses to include loss of income to the Owner in being unable to re-hire the Equipment and any damages relating thereto.
- 7.5 The Owner shall be entitled to increase the Hire Charges during the continuance of the Hire Contract to cover any increase in costs to the Owner during the hire Contract arising from awards under national wage agreements and/or from increases in the employer's statutory contribution in respect of any Operator.
- 7.6 The Hirer shall pay to the Owner VAT at the rate or rates from time to time in force on all sums due from the Hirer to the owner under the Hire Contract.
- 7.7 Without prejudice to the provisions hereof as from the expiration of the period of hire until such time as the Equipment shall have been returned to the Owner the Hirer shall pay by way of recompense for the continued use of the Equipment a daily sum (payable in arrears) at the same rate per Chargeable Day as the Hire Charges previously due in respect thereof, provided that this condition shall not confer upon the Hirer any right to the continued use or possession of the Equipment.

## 8 Payment

- 8.1 Where the owner has opened a credit account for the Hirer all Hire Charges are to be paid within 30 days of date of invoice to the Hirer unless other terms and conditions have been agreed in writing by the Owner.
- 8.2 The Hirer shall pay to the Owner interest on any sums owed to the Owner under these conditions and not paid on the due date at the higher of 5% over HSBC Bank base rate from time to time in force or 1.5% per month.
- 8.3 All sums payable to the Owner under the Hire contract shall be paid to it at RG Jones Sound Engineering Limited  
16 Endeavour Way Wimbledon London SW19 8UH or at such address as the Owner may from time to time specify and payment made by post shall be at risk of the Hirer.
- 8.4 The Hirer agrees to 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 of any provisions of the conditions 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 condition, including payment of the Hire Charges.

8.5 The Owner may require the Hirer to leave in advance of the hire period, a holding deposit which will be returned upon confirmation that the Equipment has been received back in good order. Any monies due for loss, damage or late return may be deducted from the deposit without prejudice to any additional sums which may be due for loss, damage or late return.

8.6 In the event of any order cancellation, the Owner shall have the right to make a cancellation charge.

8.7 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.

## 9 Commencement and Termination of Hire

9.1 The Hire period shall commence when the Equipment leaves the Owner's depot or place where last employed and shall continue until the equipment is received back at the Owner's named depot.

## 10 Hire Contract

10.1 The person signing the Hire Contract warrants that he has the authority of the Hirer to make the Contract on the Hirer's behalf and agrees to indemnify the Owner against all losses and costs that may be incurred by the Owner if this is not so. The signatory and Hirer jointly and severally undertake to ensure that the Equipment shall be operated only by those who have been properly instructed and have direct access to instructional material (if any) provided by the Owner and shall not permit the Equipment to be misused.

## 11 Termination of Contract

11.1 If the period of Hire is indeterminate or having been defined becomes indeterminate, the Hire Contract shall be determinable by seven days notice in Writing given by either party to the other (except in cases where the Equipment has been lost or damaged) in the event of the Hirer desiring to terminate the Hire Contract and failing to give such notice Hire charges for the period of seven days notice, shall be chargeable.

## 12 Government Regulations

12.1 The Hirer will be responsible for compliance with relevant legislation issued by the Government or Local authorities, and for obtaining and the cost of any Licences required for the use of the Equipment by the Hirer.

## 13 Ownership

13.1 The Equipment shall at all times remain the property of the Owner and the Hirer shall have no rights to the Equipment other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Equipment are or may be prejudicially affected.

## 14 General Liability

14.1 The Owner does not hire the Equipment subject to any condition or warranty whether express, implied or statutory in connection with fitness for any purpose to which the Equipment is to be put and any conditions and warranties as to such fitness are hereby excluded insofar as permitted by statute and, save for the Owner's liability for death or personal injury caused by the negligence of the Owner, its employees or agents, the Owner will not be responsible for any liability, claim loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or its use.

14.2 The Hirer shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages proceedings costs and expenses suffered or incurred by the Owner as a result of any breach of default in the part of the Hirer and the discharge of his obligations under these conditions.

## 15 Termination

15.1 If the Hirer shall fail to pay any sum payable under these conditions (or any other agreement between the Owner and subsidiary of the Owner or any Holding company of the Owner or any other subsidiary of any such Holding Company and the Hirer) within 7 days of its becoming due (whether demanded or not) or shall commit a breach of any of the other terms and conditions whether expressed or implied of these conditions (or of the terms and conditions of any such agreement as aforesaid) or shall do or allow to be done any act or thing which in the opinion of the Owner may jeopardise the Owner's rights in the Equipment or any part thereof, then in each and every case the Hirer shall be deemed to have repudiated the Hire Contract and the Owner may thereupon or at any time within 3 months thereafter by notice in Writing to the Hirer for all purposes forthwith terminate the Hire Contract.

15.2 If any of the following events shall occur namely

15.2.1 If any distress, execution or other legal process shall be levied on or against the Equipment or any part thereof or against any premises where the same may be or against any of the Hirer's goods or other property or the Hirer shall permit any judgement against it to remain unsatisfied for seven days or;

15.2.2 If the Hirer being an individual shall die, shall suffer any interim order (within the meaning of the Insolvency Act 1986) being made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order or;

15.2.3 If the Hirer being a Body Corporate shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed or shall suffer the appointment or the presentation of a petition for the appointment of any administrator under the provisions of Part II of the Insolvency Act 1986 or shall be deemed by virtue of Section 518 of the Companies Act 1985 to be unable to pay its debts then in each and every such case the hire constituted by the Hire Contract shall ipso facto without notice terminate and no payments subsequently accepted by the Owner without knowledge of such termination shall in any way prejudice or affect the operation of this clause.

15.3 The Hirer shall upon any termination pursuant to clauses 15.1 or 15.2 of these conditions pay to the owner;

15.3.1 All arrears of Hire charges then due and all other sums accrued due and unpaid at the date of termination together with interest thereon payable under condition 8.2 hereof and

- 15.3.2 Compensation for the loss suffered by the Owner as a result of such termination, such loss being determined by the Owner having regard to all the relevant circumstances and
- 15.3.3 Any other sums which are or become due to the Owner or to which the Owner is entitled by way of damages.

15.4 The termination of the hire shall not affect any rights of the Owner or liability of the Hirer subsisting at the date of termination.

15.5 On termination of the hire howsoever or whenever occasioned or on the expiry of the period of hire the hirer shall no longer be in possession of the Equipment with the Owner's consent and shall (unless otherwise agreed with the Owner) forthwith return the Equipment to the Owner at such address as the Owner may direct in good order and in good working condition and at the Hirer's expense and risk. Without prejudice to the foregoing or the Owner's claim for any arrears of Hire Charges or damages for any breach by the Hirer of these conditions or any other rights hereunder, the Owner or its authorised representatives may at any time after such termination or expiry of the hire period without notice retake possession of the Equipment and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for any costs, charges and expenses so incurred in retaking possession of the Equipment as aforesaid. The Hirer shall also bear the reasonable costs incurred by the Owner at any time to ascertain the whereabouts of the Equipment and/or the Hirer.

## 16 Force Majeure

16.1 Although the Owner will use all reasonable endeavours to discharge its obligations under these conditions in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond his control.