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# SOUTH WALES AUDIO

## SOUTH WALES AUDIO (The Owner) Terms And Conditions Of Hire.

- 1) Any contract of hire subsisting between us includes only such apparatus as specified therein. Whilst every endeavour will be made to supply the apparatus as ordered, we reserve the right to substitute other designs.
- 2) The Owner's liability in respect of any defect or failure of the apparatus supplied is limited to making good by replacement or repair defects of which under proper use conditions appear therein and arise solely from faulty design materials and workmanship. We are not to be held liable for any stoppages or any consequential loss or damage arising out of work done or services rendered under any contract of hire.
- 3) All damage to the equipment shall be reported to the Owners within 24 hours and the cost of repairs shall be payable under the conditions specified in paragraph 2 of the Terms And Conditions of Hire.
- 4) The hiring period of the equipment shall commence at the time specified in the Agreement Form and shall finish when the equipment is returned to the Owner's premises, or when the Owner has successfully collected the equipment by prior written agreement, and the Owner has acknowledged safe and complete receipt of the equipment. The equipment must be returned (or made available for collection) at the time and date specified in the agreement form, unless in the meantime the Owners have agreed to an extension. Extension of the hire must be notified to the Owner at least 24 hours before the end of the original hire period.
- 5) The equipment shall be the responsibility of the Hirer at all times until returned to the Owner as defined in cause (4) above. In the event of any loss of goods or any item thereof from whatsoever cause or reason, the Hirer shall immediately pay the Owner the full costs of replacement, details of which are held by the owner.
- 6) Payment for the hire shall be made within thirty days of the invoice unless the hirer chooses to accept any discount for alternative payment terms in which case all moneys due must be in our possession before the commencement of the period to which the discount refers. Late payment shall incur immediate loss of discount and a new agreement must be made as the contract will be immediately terminated. All payments must be in £ sterling.
- 7) The Hirer, during the continuance of the hiring, will not sell or offer for sale, assign, mortgage, pledge, underlet, lend or deal with the equipment of any part thereof in a manner prejudicial to the Owner's rights, but will keep the equipment in its possession and will not remove any part or parts thereof from the place where the equipment is for the time being, without the previous consent of the Owner and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect thereof within 30 days and will protect the same against distress, execution or seizure and will indemnify the Owner against all losses, costs, damages and expenses incurred by it by reason or in respect thereof.
- 8) The Hirer shall keep the equipment insured against fire, loss, damage or risk from whatever cause arising in the full replacement value thereof and will permit the Owner at all reasonable times to have access to the equipment and to inspect the state and conditions thereof.
- 9) No responsibility shall be accepted by the Owner for any equipment not belonging to the Owner and the Hirer will indemnify the Owner against damage to equipment supplied by the Owner as a result of malfunction or non-function of any equipment or installations not belonging to the Owner.
- 10) If the Hirer shall make default in punctual payment of the sums to be paid by it for the hire of the equipment or shall fail to observe or perform the terms and conditions of the agreement on its part to be observed and performed or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the equipment may be prejudiced or put in jeopardy, this agreement shall forthwith determine (without notice or other act on the part of the Owner and notwithstanding that the same or like nature) and it shall thereupon be lawful for the Owner to retake possession of the equipment and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this clause shall not affect the right of the Owner to recover from the Hirer any money's due to the Owner under this agreement or damages for breach thereof.
- 11) The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the delivery note.
- 12) The Hirer shall pay for batteries required for radio microphones.
- 13) The Hirer shall give proof of his / her identity as the Owner shall reasonably require.
- 14) The Owner is not responsible for giving free tuition of any of the equipment to the hirer. It is the responsibility of the hirer to familiarise himself or herself with the equipment via web links and downloadable manuals.
- 15) The terms of this contract shall include any riders attached hereto.