

### **Terms and Conditions of hire**

For the purposes of these terms and conditions of hire, the following terms shall have the following meanings:

“Company” means Decibels Sound & Lighting Hire Ltd, a company incorporated in England and Wales (registered number 07707560) with its registered office at 145-157 St. John Street, London, England, EC1V 4PW; “Conditions” means these terms and conditions of hire; “Equipment” means any items of sound, lighting, other technical apparatus or otherwise supplied by the Company to the Hirer pursuant to these Conditions; and “Hirer” means the person, firm, company or other organisation hiring the Equipment from the Company pursuant to these Conditions.

#### **General**

1. The hire of any Equipment by the Hirer from the Company shall be subject to these Conditions as amended from time to time by the Company at the Company's sole discretion.
2. These Conditions are the only conditions upon which the Company is prepared to deal with the Hirer and they shall govern each order for Equipment by the Hirer from the Company to the entire exclusion of all other terms or conditions (including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order, specification or other document).
3. Each order for Equipment by the Hirer from the Company shall be deemed to be an offer by the Hirer to hire such Equipment subject to these Conditions and no order shall be deemed to be accepted by the Company until a written acknowledgment of order is issued by the Company or (if earlier) the Company delivers the Equipment to the Hirer.

#### **Delivery, installation and collection**

4. It is the responsibility of the Hirer to provide an authorised representative to accept delivery (whether upon collection from the Company or otherwise) and/or installation of the Equipment and, if required by the Company, to confirm such delivery and/or installation in writing. Acceptance of delivery and/or installation by such representative, whether in writing or otherwise, shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.
5. Details of any installation and associated charges will be shown in the order quote. The Company may request to carry out a free site inspection before installation and the Hirer agrees to allow such access as the Company reasonably requires for such purpose.
6. In the event that the Company is unable to carry out installation due to any fault on the part of the Hirer, the Company reserves the right to charge for its time in connection therewith at the rates shown on the order quote.
7. Where the Hirer collects the Equipment from the Company, the Hirer shall collect the Equipment in the manner indicated in the order.

#### **Period of hire**

8. The period of hire shall commence at the time when the Equipment is delivered to, or collected by, the Hirer in the manner indicated in the order, including in respect of the person(s) responsible for collection, or accepting delivery, of the Equipment or the destination of delivery as the case may be.
9. The period of hire shall end at the time when the Equipment is returned to the Company in the manner and to the person or destination indicated in the order unless the order is terminated earlier in accordance with these Conditions.
10. The Hirer will be liable to pay daily hire rates (as published from time to time on the Company's website) on any Equipment not returned on time and hereby indemnifies the Company against any loss, claim or damages it may suffer resulting from such late return.

#### **Hire charges**

11. Unless otherwise stated in the Conditions or agreed between the Hirer and the Company in writing, all hire charges and associated costs will be as indicated in the order quote and will be applicable for the duration of the period of hire.
12. The Hirer undertakes to keep the hired Equipment in good condition during the period of hire and to return all of it to the Company in the same order and condition in which the Company supplied it.
13. The Hirer shall be responsible for the cost of repairs for damage, from whatever cause, to any hired Equipment (in whole or in part) during the period of hire.
14. Equipment lost, stolen or destroyed during the period of hire, whether or not through the fault or negligence of the Hirer, will be charged to the Hirer's account at the current replacement value.
15. If any Equipment (in whole or in part) is damaged, lost, stolen or destroyed during the period of hire, the Company shall be entitled to apply any deposit paid by the Hirer against any damage, loss or replacement of such Equipment.
16. Where the Hirer cancels a confirmed booking, the Company reserves the right to charge a cancellation fee. If cancelled on the day of hire, the full hire charge will be payable. Within 72 hours of the hire, 75% of the hire charge will be payable. Within 7 days of the hire, 50% of the hire charge will be payable. Within 14 days of the hire, 25% of the hire charge will be payable.
17. The Hirer shall pay to the Company the full amount of the hire

charge in cash or by valid debit or credit card when signing the Conditions or returning email confirmation of hire to the company and in any event before the Equipment is released to the Hirer. At the Company's sole discretion the Hirer may be liable to pay a deposit to the Company before hire by debit or credit card (cash or cheque cannot be accepted) to be held against damage to the Equipment. Upon the return of the Equipment to the Company and upon the same being tested by the Company and found to be in the same working order and condition as when the same was hired to the Hirer, the deposit will be returned to the card from which the payment was made.

#### **Ownership and liability**

18. The Equipment is hired out by the Company on loan to the Hirer. Under no circumstances, shall the Hirer deem the Equipment sold, or for sale to, or the property of the Hirer, unless otherwise specified in writing by the Company.

19. The Company will endeavour to meet all commitments relating to the hired Equipment which have been expressly agreed in writing with the Hirer but cannot be held responsible for delays due to circumstances beyond its control.

20. Subject to Condition 21, the Hirer agrees that the Company will not be liable for any loss (including, without limitation, loss of profits, revenue, contracts, business, anticipated savings, goodwill, reputation, or any indirect or consequential losses), claims, costs, damages, charges or expenses arising out of or in connection with the use or otherwise of any Equipment (in whole or in part) hired by the Hirer from the Company.

21. Nothing in these Conditions shall operate to exclude or limit the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.

22. The Equipment is provided to the Hirer "as is" and without warranty of any kind, whether expressed or implied, written or oral. The Company disclaims, to the fullest extent permitted by law, all warranties, whether express or implied, written or oral, with respect to the Equipment, including any warranty of fitness for a particular purpose.

#### **Termination**

23. Without prejudice to any of its other rights or remedies, the Company shall have the right at any time by giving notice in writing to the Hirer to terminate any order forthwith if: (A) the Hirer commits a breach of any of these Conditions and, if the breach is capable of remedy, fails to remedy it during the period of 14 calendar days starting on the date of receipt of notice from the Company requiring it to be remedied; (B) the Hirer fails generally to pay its debts when they become due, or is deemed unable to pay its debts, or any creditor of the Hirer becomes entitled to declare any debt due and payable prior to its stated maturity, or any mortgage, charge, licence or other security interest which may for the time being affect any of the assets of the Hirer becomes enforceable;

(C) any meeting is convened for the purpose of considering a resolution, any order is made, or any application, notice or petition is presented or any other step taken, for the purpose of making an administration order against, or for the appointment of an administrator in respect of, or for the winding-up or dissolution of, the Hirer (otherwise than in the course of a reorganisation or restructuring previously approved in writing by the Company), and such action or step is not withdrawn within 14 calendar days; or (D) the Hirer ceases or threatens to cease to carry on its business.

24. Upon termination of any order, however caused, the Company's consent to the Hirer's possession of the Equipment shall terminate and the Hirer agrees to grant the Company authority to enter any property at which the Equipment is located and further agrees to allow the Company to take possession of such Equipment, without notice and at the Hirer's expense.

#### **Miscellaneous**

25. If any provision or part-provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions or part-provisions of these Conditions which shall remain in full force and effect.

26. No variation to these Conditions shall have any effect unless expressly agreed in writing and signed by an authorised representative of the Hirer and the Company.

27. Except insofar as these Conditions expressly provide that a third party may in his own right enforce a term of these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

28. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

29. The validity, construction and performance of these Conditions (and any claim, dispute or matter arising under or in connection with them or their enforceability) shall be governed by and construed in accordance with the law of England. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with these Conditions or their enforceability.