



WESSEX SOUND HIRE (WSH) - TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

- 1.1 **“Conditions”** means the standard terms and conditions set out in this document and includes any special terms and conditions agreed in writing between WSH and the Customer
- 1.2 **“Contract”** means the contract concluded between WSH and the Customer for the hire of the Equipment
- 1.3 **“WSH”** means Wessex Sound Hire Limited whose address is Moss Drive, Marchwood, SO40 4YB.
- 1.4 **“Customer”** means the person or party who agrees to hire the Equipment
- 1.5 **“Equipment”** All items of equipment and or services accepted by the hirer, including any replacement or substitute equipment, along with any other items and or services included or implied whether specified or not.
- 1.6 **“Hire Charges”** means the charges for the hire of the Equipment as set out in any quotation price list or otherwise confirmed in writing by WSH excluding VAT (including any additional charges to be levied by WSH in respect of the return or collection of the Equipment after the expiry of the Period and as set out in any quotation or otherwise confirmed in writing by WSH)
- 1.7 **“Period”** means the period of hire of the Equipment as set out in any quotation or otherwise confirmed in writing by WSH
- 1.8 **“Site”** means the place for the delivery of the Equipment as set out in any quotation or otherwise confirmed in writing by Wessex Sound Hire

2. CONDITIONS APPLICABLE:

- 2.1 WSH will let and the Customer will hire the Equipment for the Period and any extensions agreed in writing subject to these Conditions which will govern the Contract to the exclusion of any other terms and conditions.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of WSH and the Customer.
- 2.3 Any representations made by WSH its employees, agents or subcontractors concerning the provision of the Equipment shall not be incorporated into the Contract unless confirmed by WSH in writing and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed.
- 2.4 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation or information issued by WSH shall be subject to correction without any liability on the part of WSH.
- 2.5 Any quotation given by WSH may be withdrawn at any time and in any event shall be subject to availability of the Equipment.
- 2.6 WSH shall be entitled to cancel the Contract where it deems necessary on giving the Customer 10 days' notice in writing. In such event WSH shall refund to the Customer all sums received in connection with the Contract.
- 2.7 All equipment remains the property of Wessex Sound Hire Ltd. Therefore a hirer cannot export, sell, lease, lend, sub-hire, modify in anyway or dispose of any equipment. Further more the location of all equipment must always be made known to us. International use outside of the U.K is not allowed unless agreed.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order form shall be deemed to be accepted by WSH until signed by both the Customer and WSH' authorised representative.
- 3.2 The Customer shall be entitled to cancel the Contract on giving WSH notice in writing in accordance with the time limits and subject to paying WSH such cancellation fee as specified below:

Time Limits (i.e. the time prior to the date (s) specified for the hire of the Equipment	Cancellation fee (i.e. percentage of the hire charge less any transportation costs)
15 to 31 days	25% plus VAT
8 to 14 days	50% plus VAT
0 to 7 days	100% plus VAT

- 3.3 Save as otherwise provided no order which has been accepted by WSH may be cancelled by the Customer except with the agreement in writing of WSH and on the terms that the Customer shall at WSH' discretion indemnify WSH in full against all loss (including loss of profit and the costs of all labour and materials used) and damages charges and expenses incurred by WSH as a result of such cancellation.

4. THE CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

- 4.1 Identification must be provided by the hirer at the point of collection or when equipment is delivered. Only a driving license, Passport or recent bank statement will be accepted.
- 4.2 The Customer shall ensure that the equipment is suitable for the purpose intended and the conditions at the Site are suitable for the Equipment
- 4.3 The Customer acknowledges that in the event that additional time is required for delivery and collection arising from inadequate instructions provided by the Customer or unsuitable site conditions and/or restricted access then without limitation to any other right or remedy available to it WSH shall be entitled to charge the Customer the additional rate of £20 per hour (or part thereof) plus VAT.
- 4.4 The Customer acknowledges that WSH shall not be responsible for making good or repairing any damage to the Site howsoever caused.
- 4.3 The Customer shall comply with all instructions given by WSH in respect of the use of the Equipment by it or third parties.
- 4.4 The Customer shall be responsible for ensuring that the Equipment is available for collection at the time and date agreed and that the Equipment is in the condition prevailing at the commencement of the Period (fair wear and tear and cleaning excepted).
- 4.5 The Customer shall be responsible for and hereby indemnifies WSH against theft and/or any damage sustained to the Equipment during the Period (and any extension thereof).

5. CUSTOMERS' INSURANCE

The Customer shall be responsible for all claims actions or costs for personal injury and loss of or damage to property caused by or arising from their or their agent's employee's subcontractors' customers or other third parties use of the Equipment. The Customer will indemnify WSH in respect of each and every claim and all actions proceedings costs claims and demands in respect thereof. The Customer agrees that it shall have public liability insurance providing a minimum limited indemnity of £2,000,000 in respect of the use of the Equipment. The customer shall also have in place insurance for the full replacement value of the equipment on a new for old basis.

6. HIRE CHARGES AND PAYMENT

- 6.1 Subject to any special terms agreed in writing between WSH and the Customer WSH will be entitled to invoice the Customer for the Hire Charges and VAT at the rate prevailing on the date of WSH' invoice before on or at any time after the commencement of the Period.
- 6.2 The Customer shall pay the Hire Charges and VAT either on receipt of WSH' invoice or (if specifically notified by WSH) within 28 days of the date of the invoice (the "Due Date").
- 6.3 Time of payment of the Hire Charges and VAT shall be of the essence of the Contract.
- 6.4 If the Customer fails to make payment on the Due Date then without prejudice to any other right or remedy available to it WSH shall be entitled to:
- cancel the Contract and/or suspend the provision of any further Equipment on hire to the Customer; and
 - charge the Customer interest (before and after any judgement) on the amount unpaid at the rate of 8% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (part of the month being treated as a full month for the purpose of calculating interest).

7. WARRANTIES AND LIABILITIES

- 7.1 WSH warrants that it shall deliver and collect the Equipment on the dates quoted and confirmed in writing by it. Any times quoted or given are approximate only.
- 7.2 WSH warrants that the Equipment shall be delivered to the Customer in a clean and tidy condition.
- 7.3 WSH shall be under no liability under any warranty condition or guarantee if the Hire Charges and VAT have not been paid by the Due Date.
- 7.4 WSH shall not be liable to the Customer by any reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims through consequential compensation whatsoever (and whether caused by the negligence of WSH' employees subcontractors or agents or otherwise) which arise out of or in connection with the supply of the Equipment except as expressly provided in these Conditions.
- 7.5 Any liability of WSH hereunder for any delay in performing or failure to perform any of WSH' obligations in relation to the provision of the Equipment shall be limited to the excess (if any) over the Hire Charges of the cost to the Customer in the cheapest available market for the supply of similar equipment to replace the Equipment.
- 7.6 Where the provision of the Equipment is to be supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.
- 7.7 Notwithstanding clauses 7.3, 7.4 and 7.5 above nothing contained herein is intended to nor will limit WSH' liability in respect of death or personal injury caused by WSH' employee's subcontractors or agents.

8. SAFE USE OF EQUIPMENT

The customer confirms that it has the necessary knowledge and experience to operate and use the equipment. The Customer will not misuse the equipment. The Customer will not allow any person to use the equipment who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed.

9. TERMINATION

- 9.1 Without prejudice to any other right or remedy available to it WSH shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability on the part of WSH to the Customer and if the Equipment has been provided on hire to the Customer but not paid for then the Hire Charges and VAT shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:
- the Customer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction)
 - an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Customer
 - a Customer (not a consumer within the meaning of the Unfair Contract Terms Act 1977) ceases or threatens to cease to carry on business
 - the Customer breaches any of the Conditions
 - WSH reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

10. FORCE MAJEURE:

Save as otherwise provided herein neither party shall be liable for any default due to any act of God nor strike lock-out industrial action fire flood drought tempest or any other event beyond the reasonable control of either party.

11. GENERAL

- 11.1 Any reference in these conditions to any provision of a statute shall be construed as reference to that provision as amended re-enacted or extended at the relevant time.
- 11.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 11.3 No waiver by WSH of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 No failure of WSH to exercise any power given to it or to exist upon the strict compliance by the Customer with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of WSH' rights under this Contract.
- 11.5 The Contract shall be governed by the Laws of England and subject to the jurisdiction of the English Courts.

12. Equipment failure.

All equipment is maintained to a professional standard, therefore catastrophic failure is unusual. However, The Company can not accept liability for any direct or consequential losses arising from equipment failure which is beyond our control. Any major damages must be reported within 2 hours, other damages can be discussed when the equipment is returned to a member of The Company.

13. Electricity supply

- 13.1 The hirer has the responsibility to tell us if the equipment is being powered by generated power.
- 13.2 The Company holds the right to stop hire if we do not wish the equipment to be used with generated power.
- 13.3 Please follow all power ratings written within the equipment's manual. Please ask for a manual if you are unsure.